



Maryland

**DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT**

REQUEST FOR APPLICATIONS

LOCAL REHABILITATION AGENCY SERVICES

Issue Date: May 6, 2026

STATE OF MARYLAND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KEY INFORMATION SUMMARY SHEET

Request for Applications:	Local Rehabilitation Agency Services
Funding Source:	Special Loans Funding
RFA Issue Date:	May 6, 2026
RFA Issuing Office:	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Application Monitor:	Andrew Aliferis Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706 Phone: (301) 429-8202 e-mail: andrew.aliferis@maryland.gov
Applications are to be sent to:	andrew.aliferis@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 June 16, 2026, 1:00 p.m.
Application Due (Closing) Date and Time:	June 16, 2026, 5:00 p.m. Local Time
Grant Duration:	Three (3) years.

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SECTION 1 – MINIMUM QUALIFICATIONS

1.1 MINIMUM QUALIFICATIONS

The Applicant must provide proof with its application that the following Minimum Qualifications have been met:

- 1.1.1 The Applicant must be a political subdivision or nonprofit sponsor (as defined in Section 4-901 of the Housing and Community Development Article of the Maryland Code ("HCDA")).
- 1.1.2 The Applicant must be in good standing with the State of Maryland.

If this threshold criterion is met, the application will proceed for further evaluation.

SECTION 2 – SCOPE OF WORK

2.1 SUMMARY STATEMENT

The Department of Housing and Community Development ("DHCD") is issuing this request to acquire Local Rehabilitation Agencies ("LRAs") to perform rehabilitation services, generally including the installation of new building materials and equipment and performing repairs and other work for the health and safety of income eligible dwelling units. Activities are funded by DHCD's Special Loans Programs, and any other funding source that may become available.

- 2.1.1 It is DHCD's intention to obtain services, as specified in this RFA, through Grant Agreements between the Selected Applicant and the State. The anticipated duration of services to be provided under this is three (3) years. However, the term may be modified by DHCD in a manner that best benefits the State.
- 2.1.2 A selected Applicant ("Grantee") , either directly or through its contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation, and the Grantee (s) shall remain responsible for Grant performance regardless of contractor participation in the work. The Applicant must currently have the programmatic operations, staff, and experience for performing the scope of work.
- 2.1.3 If multiple Grant Agreements are awarded to multiple Grantees, DHCD will assign work as needed based upon the assignment that is most advantageous to the State. Work will be assigned by county according to DHCD's and Program needs.

2.2 BACKGROUND AND PURPOSE

The Special Loans Program (SLP) provides funds for low and moderate income households to implement home repairs that improve comfort, livability and accessibility. The programs provide grants and/or loans to finance the rehabilitation, renovation, and reconstruction of single-family homes. These programs address a variety of housing issues, including critical health and safety issues and accessibility improvements.

The Department is seeking applications from qualified Applicants to administer rehabilitation programs to provide access to services to the low income population. Services include environmental and safety concerns (e.g., mold, asbestos, lead, radon, gas leaks, pest treatments), structural and exterior repairs (e.g., roof, chimney, foundation, building shell stabilization, windows, doors), electrical and plumbing systems (e.g., electrical hazards, service upgrades, plumbing, water, well, septic, sewer, ductwork), and accessibility and injury prevention (e.g., chair lifts, ramps, grab bars). The

funding specifically targets issues related to health, safety, and structural integrity. Households must be determined income-eligible in order to receive rehabilitation services.

2.3 AVAILABLE FUNDING ESTIMATES

The Selected Grantee, chosen through this competitive process, will be offered an SLP2027 Grant Agreement that will commence on or after July 1, 2026, and end after three years. The estimates for funding are for planning purposes for the release of the RFA and may vary based on actual available funding.

The estimated funds to be made available are listed below and are to be utilized to cover the program's costs related to administration, direct program staff costs, and payment for the provision of services. The Department reserves the right to determine which county territories will be served by which applicants based on the needs of the program and the service area.

Through this RFA, DHCD is seeking LRAs for 24 counties (Baltimore City is considered a county for purposes of this RFA). Each Applicant can apply for one or more of the counties detailed below. Each Applicant 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 Applicant will not be accepted.

County	Estimated Allocation for SLP 2027
Allegany	\$110,530
Anne Arundel	\$497,780
Baltimore County	\$696,790
Baltimore City	\$470,280
Calvert	\$110,530
Caroline	\$110,530
Carroll	\$158,280
Cecil	\$110,530
Charles	\$156,280
Dorchester	\$110,530
Frederick	\$255,780
Garrett	\$110,530

County	Estimated Allocation for SLP 2027
Harford	\$228,780
Howard	\$287,780
Kent	\$110,530
Montgomery	\$880,790
Prince George's	\$788,290
Queen Anne	\$110,530
St. Mary's	\$110,530
Somerset	\$110,530
Talbot	\$110,530
Washington	\$142,280
Wicomico	\$110,530
Worcester	\$110,530
TOTAL	\$ 6,000,000

Should other funding become available, it will be coordinated based on the production capability and needs in the respective counties.

Service Area Coverage Requirement

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

Grantees must be able to administer program benefits at sites that are geographically accessible to all households in the service area. Furthermore, Grantees 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 Grantee.

2.4 PROGRAM ADMINISTRATION

Grantees must operate the DHCD programs in accordance with the:

- Md. Code Ann., Hous. & Comm. Dev. §§4-505, et seq. and 4-901, et seq.
- SLP Program Operations Manual (POM) version 2-2026, or as amended from time to time.
- The Scope of Work described within this document.
- The parties' Grant Agreement.

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

2.5 SCOPE OF WORK - REQUIREMENTS

2.5.1. Application Services:

Applicants shall have in place a client intake system to provide Health and Safety Repairs 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 Grantee shall be responsible for:

- | | |
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| 2.5.1.1 | Conducting outreach to solicit applications from eligible households and owners of potential Rehabilitation projects. |
| 2.5.1.2 | Reviewing applications and determining whether additional information is needed. |
| 2.5.1.3 | Verifying income and documenting eligibility. |
| 2.5.1.4 | Certifying eligibility by signing the application. |
| 2.5.1.5 | Notifying the customer of the eligibility status, educating customers on goals and process of the program |

2.5.2. Rehabilitation Work

The Grantee shall administer the program in a manner that assists approved customers with rehabilitation work for their homes. Commonly installed measures include environmental and safety concerns (e.g., mold, asbestos, lead, radon, gas leaks, pest treatments), structural and exterior repairs (e.g., roof, chimney, foundation, building shell stabilization, windows, doors), electrical and plumbing systems (e.g., electrical hazards, service upgrades, plumbing, water, well, septic, sewer, ductwork), and accessibility and injury prevention (e.g., chair lifts, ramps, grab bars).

Grantees are responsible for administering the program in a manner to provide the following:

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|---------|---|
| 2.5.2.1 | Utilizing a 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, site visits, work orders, quality control, and invoicing. |
|---------|---|

- 2.5.2.2 Reviewing prior site assessment documentation, such as energy audits, to determine deferral reasons.
- 2.5.2.3 Coordinating site assessments with contractors as necessary to prepare bids. A Grantee may employ contractors for completion of the rehabilitation work.
- 2.5.2.4 Reviewing bids with homeowners and assisting with finalizing work scope.
- 2.5.2.5 Submitting a Scope of Work to DHCD defining the H&S Repairs needed to remedy the issues defined at referral, and estimating the cost for repairs
- 2.5.2.6 Completing and providing all documentation as required in the POM, including, but not limited to: Contractor bid page, scope of work, contractor insurance and licensing documentation, etc.
- 2.5.2.7 Leveraging different funding sources wherever applicable.
- 2.5.2.8 Ensuring that contractors obtain permits for work performed as required by the local building authority having jurisdiction. Ensuring that contractors hold appropriate licenses for the work they are selected to perform. All trades performing work under the program 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.
- 2.5.2.9 Monitoring contractor progress, ensuring that work is completed as indicated in the work order and according to Program requirements and procedures, local code requirements, POM, manufacturer installation instructions, and any applicable laws.
- 2.5.2.10 Troubleshooting conflicts between the homeowner and contractors and leading to productive resolutions.
- 2.5.2.11 Identifying additional resources and programs as applicable to address conditions or opportunities found in customer homes, ensuring that customers are referred back to the energy programs for any deferred energy work. Providing information to customers and making recommendations to apply for such programs.
- 2.5.2.12 Reporting back to DHCD on a regular basis about project status and any issues with project implementation. To ensure consistency with guidelines, the Grantee shall consult with DHCD regularly during Program implementation, and DHCD will provide technical assistance, as provided in Section 7.1.
- 2.5.2.13 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.
- 2.5.2.14 Completing any other tasks as required under the POM or requested by DHCD and reasonably related to the tasks defined above.
- 2.5.2.15 Maintaining confidentiality of all personal identifiable information ("PII") to which Grantee has access in accordance with state and federal laws, regulations, and rules, and DHCD's standards. A separate confidentiality agreement may be required.

- 2.5.2.16 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 Grantee shall not utilize a contractor for any administrative responsibilities, including, but not limited to verifying income and documenting eligibility and reporting.
- 2.5.2.17 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 compliance.

2.5.3 Licenses, Certification and Training Applicable to Employees/Agents of Grantee or Contractors who Provide Work Under the Grant Agreement.

- 2.5.3.1 Any employee, agent, or contractor of the Grantee, which is providing work under the Grant Agreement, shall attend and receive program appropriate training and technical assistance as required by DHCD to improve program delivery and performance.
- 2.5.3.2 All employees, agents, or contractors of the Grantee, performing work within trades 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.
- 2.5.3.3 All employees, agents or contractors of the Grantee, who perform lead abatement work under the Grant Agreement, must hold all of the following certifications: Environmental Protection Agency (EPA); Maryland Department of the Environment (MDE); and industry standards. Also, all inspectors shall provide the Occupational Safety and Hazard Administration (OSHA) 10-hour Construction Safety certification and all supervisors shall provide the OSHA 30-hour Construction Safety certification.

2.5.4 Volume of Work and Grantee Capacity.

- 2.5.4.1 Applicants must state for which county or counties they are submitting an Application.
- 2.5.4.2 Identify the total number of homes the Applicant is able to enroll in the program on both a monthly and annual basis.

The amount of funding assigned to the Grantee for Rehabilitation work shall be at DHCD's sole discretion and DHCD shall not guarantee the volume of assignments.
However, DHCD expects the Grantee to complete unit goals when adequate funding is available. Failure to achieve these goals may impact future grant participation and funding.
- 2.5.4.3 The Grantee'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 DHCD in meeting program goals.

2.5.5 Key Personnel

Grantees shall maintain a staffing plan that describes the Grantee's team and identifies the specific individuals who will perform the required services as outlined in this RFA. 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.

The Grantee must have the following staff, with the appropriate expertise and with adequate work schedules to fulfill the Grantee's administrative responsibilities:

- 2.5.5.1 A rehabilitation director or manager, experienced in operating a rehabilitation program, supervising employees and dealing with the public;
- 2.5.5.2 A building inspector, experienced in residential rehabilitation, cost estimating, writing specifications, blueprint reading, residential inspections and trained to understand and apply the appropriate codes and rehabilitation standards;
- 2.5.5.3 Staff experienced in issuance of grants and loans and trained to ensure prompt and efficient processing of applications, draw schedules, and other required items.

2.5.6 Reporting

The Grantee shall prepare and submit quarterly reports to DHCD on or before the 15th day of the month following the end of each calendar quarter. Quarterly reports shall include:

- 2.5.6.1 Work completed during the prior quarter;
- 2.5.6.2 Work anticipated to be completed for the upcoming quarter (i.e., pipeline);
- 2.5.6.3 Production goals and tasks performed to achieve those goals;
- 2.5.6.4 Obstacles and proposed solutions.

2.5.7 Suspension

- 2.5.7.1 Suspension in the Discretion of DHCD - The Grantee may be suspended from any further performance under the Grant Agreement where DHCD determines it is in the best interest of the State or DHCD to do so.
- 2.5.7.2 Suspension for Negligence or Misrepresentation - The Department will monitor the quality of work performed under the Grant Agreement, including but not limited to project management, and quality and timeliness of reporting. 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, DHCD 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 DHCD. 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, DHCD 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 Grantee as a result of any suspension described in this section.

SECTION 3 – GENERAL REQUIREMENTS

3.1 INSURANCE REQUIREMENTS

Any entity performing rehabilitation services under the Grant Agreement must maintain the following:

- 3.1.1 Commercial General Liability Insurance to cover losses resulting from, or arising out of, Grantee action or inaction in the performance of the Grant Agreement by the contractor or Grantee, 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.
- 3.1.2 Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per claim and annual aggregate.
- 3.1.3 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 Crime Insurance to cover employee theft with a minimum single loss limit of \$500,000 per loss, and a minimum of 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 Grantee 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 certificates of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Grantee 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 Grantee 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 Grantee 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 Grantee.

3.2 SECURITY REQUIREMENTS

3.2.1 Employee Identification

Each person who is an employee or agent of the Grantee, 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee may consider the individual's complete record of criminal convictions.

3.3 PROBLEM ESCALATION PROCEDURE

The Grantee is responsible for all work performed under the Grant Agreement, including any work performed by contractors or subcontractors. The response to this section will explain how the Applicant will address problems that occur during the performance of the program.

3.3.1 The Applicant 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 Applicant 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 Applicant's organization who would become involved in resolving a problem;
- c. For each individual listed in the Applicant'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 Applicant'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 Agreement, the Grantee 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 Grantee to DHCD via Email. Only proper invoices will be considered for payment.

“Proper invoice” means an invoice submitted to DHCD via Email 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, and all required project program documentation entered/uploaded to its appropriate location. All invoices shall include the following information:

- (1) Grantee 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.
- (8) Signed W-9 for the organization.
- (9) Photographs of the completed work.
- (10) A completed close-out statement
- (11) A Certificate of Completion (COC) signed by the Grantee’s representative, the contractor’s representative, and the homeowner.

Invoices submitted without the required information cannot be processed for payment until the Grantee 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 A).

- 3.4.1.2 The Department reserves the right to reduce or withhold payment in the event the Grantee does not provide DHCD 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 Grantee 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 DHCD, or dispute of action by the Grantee, 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 Grantee, 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 Grantee shall submit invoices in accordance with the following schedule:

Invoices shall be submitted on a monthly basis for work completed during the preceding month. Project completion occurs when both of the following have occurred: (a) project passes final inspection and (b) client satisfaction signature has been obtained. No invoices for projects will be paid where any of the following applies:

- a. Project has not been completed.
- b. Project does not pass final inspection.
- c. Client satisfaction signature has not been obtained.
- d. The Project is suspended for poor performance or any other failure of the Grantee under the Grant Agreement.
- e. Grantee 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.

The cost of H&S Repairs and the cost for administration of the program shall be submitted on separate invoices. Invoices for H&S Repairs may only include actual costs for measures installed. Grantee must retain and provide to DHCD, upon request, supporting documentation for costs billed.

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.

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

An Applicant 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 Applicant 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 Applicant 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.

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

4.4 AWARD BASIS AND ASSIGNMENT OF WORK

For each county, the Grant Agreement will be awarded to the responsible Applicant(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 twenty-four (24) awards for the available funding. When sufficient applicants are available, DHCD designates a primary agency and a secondary agency in each county. The second ranked Applicant in each area may be designated as a “Secondary”. See RFA Section 6 for further award information.

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

4.5 REVISIONS TO THE RFA

If it becomes necessary to revise this RFA before the due date for Applications, DHCD shall endeavor to provide

amendments to all prospective Applicants 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 Applicants 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 Applicants that submitted timely Applications and that remain under award consideration as of the issuance date of the amendment.

4.6 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 Applicants 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.

4.7 INCURRED EXPENSES

The State will not be responsible for any costs incurred by any Applicant 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.

4.8 GRANTEE RESPONSIBILITIES

The Grantees 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 Applicant's Application.

If an Applicant that seeks to perform or provide the services required by this RFA is the subsidiary of another entity, all information submitted by the Applicant, 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 Applicant, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Applicant 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 Applicant under this Section will not automatically result in crediting the Applicant with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Applicant's experience and qualifications. Instead, the Applicant 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 Applicant, 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.

4.9 MANDATORY TERMS AND CONDITIONS

By submitting an Application in response to this RFA, an Applicant, 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 B**. 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.**

SECTION 5 – APPLICATION FORMAT

5.1 APPLICATIONS

- 5.1.1 All submissions must conform to the form and content requirements below. Each must be submitted in Adobe PDF format unless stated otherwise. Applicants 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.
- 5.1.2 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.).
- 5.1.3 Applications and any modifications to Applications will be shown only to State employees, members of the Evaluation Committee, and other persons deemed by DHCD to have a legitimate interest in them.

5.2 DELIVERY

Applicants must submit their proposals via email to the Application Monitor (see RFA Key Information Summary Sheet) prior to the date and time for receipt of Applications.

5.3 TECHNICAL PROPOSAL

- 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 blank page labeled with the corresponding 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 including the RFA title, name and address of the Applicant, and the name, email address, and phone number of the primary contact person. 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 B)** 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. Applicants are advised that, upon request for information from a third party, the Custodian of Records of DHCD will make independent determination whether the information must be disclosed and will not be bound by the identifications made by Applicant.

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 B.

- 5.3.2.3 **Transmittal Letter (Submit under TAB C).** 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 Applicant to the services and requirements as stated in this RFA. The Transmittal Letter should include the following:

- (1) Name and address of the Applicant;
- (2) Name, title, e-mail address, and telephone number of primary contact for the Applicant;
- (3) Solicitation Title that the Application is in response to;
- (4) Signature, typed name, and title of an individual authorized to commit the Applicant to its Application;
- (5) Federal Employer Identification Number (FEIN) of the Applicant, 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 Applicant 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 Applicant 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 D). The Applicant 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 Applicant is proposing to provide services.
- 2) Identify the total number of units it proposes to complete on both a monthly and annual basis.
- 3) If the proposed number of units differs from past performance, the Applicant shall provide a written plan on how the number of units will be achieved under this grant cycle.
- 4) Indicate whether the Applicant is the subsidiary of another entity, and if so, whether all information submitted by the Applicant pertains exclusively to the Applicant. If not, the subsidiary Applicant 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 E). The Applicant shall submit any Minimum Qualifications documentation that may be required, as set forth in RFA Section 1, "Minimum Qualifications."

5.3.2.6 Financial Information (Submit under TAB F). The Applicant 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.

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

5.3.2.7.1 The Applicant 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).

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.

5.3.2.7.2 The Applicant 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

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

5.3.2.7.4 The Applicant shall provide a detailed description of the Applicants procedures for assuring:

- 1) only eligible applicants under the current income guidelines and eligible projects (as per program guidance) receive services
- 2) ensuring adequate leads to achieve stated production
- 3) The program is only charged for eligible administrative costs
- 4) Administrative documentation is accurate and completed in a timely manner.
- 5) Project time and cost control to prevent excessive charges to programs
- 6) Not exceeding categorical budget limits
- 7) Meeting deadlines for keeping project notes updated, contacting clients, scheduling energy audits, performing work, performing quality control inspections, and invoicing completed projects
- 8) Installed measures meet program guidelines and applicable laws.
- 9) Meeting production goals, and variations in production
- 10) Managing the hiring, training, and professional development
- 11) Identifying when training and technical assistance should be sought
- 12) Quality control processes and procedures to ensure the highest quality deliverable for program performance regarding:
 - a) Customer intake
 - b) accurate and timely data entry
 - c) identifying program compliant project work orders
 - d) quality of completed projects
 - e) quality of new staff performance

5.3.2.8 **Experience and Qualifications of Proposed Staff (Submit under TAB H).** The Applicant shall submit:

- 1) An organizational chart to describe agency staff, which must identify at a minimum the key personnel identified in section 2.5.5, and list the percentage of time dedicated to the performance of this grant by each staff member.
- 2) The Applicant shall include individual resumes for the staff identified in the organizational chart that will work on this grant. Each resume should include the amount of experience the individual has relative to the defined function under this grant application.

5.3.2.9 **References (Submit under TAB I).** At least three (3) references are requested from program monitors

who are capable of documenting the Applicant'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 Applicant 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 Applicant.

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

5.3.2.10 Certificate of Insurance (Submit under TAB J). The Applicant 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 Grantees.

5.3.2.11 Contractors (Submit under TAB K). The Applicant shall provide a complete list of all contractors that will work as subcontractors if the Applicant 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) Why/how each contractor was deemed the most qualified for this project

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

5.3.2.13 Other Documents Required (Submit under TAB M). The Applicant shall provide:

- (1) Entity Personnel Policies and Procedures or Employee Handbook
- (2) Entity Financial Policies and Procedures
- (3) Procurement Policies and Procedures, if separate from the above documents.

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 Applicant 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 Applicant;
- (2) Applicant satisfying Minimum Qualifications set forth in Section 1 of this RFA;
- (3) Applicant’s compliance with RFA instructions;
- (4) Applicant’s submission of requested information;
- (6) Applicant’s capacity to effectively administer federal funds and to ensure compliance with regulations;
- (7) Applicant’s ability to demonstrate staff and organizational capacity to deliver the proposed services
- (8) Applicant’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 Applicant's capacity in the following areas:

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

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

6.3.2 Applicant’s Technical Response to RFA Requirements must demonstrate a capacity to undertake a timely and effective Rehabilitation 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.

- 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 Applicant's ability to perform the services, as well as facilitate arrival at a Grant Agreement that is most advantageous to the State. Applicants will be contacted by the State as soon as any discussions are scheduled.
- 6.4.1.2 Applicants 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 Applicant's Application.
- 6.4.1.3 **Award Determination.** Upon completion of the Application evaluations and rankings, each Applicant 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 Applicant that submitted the Application determined to be the most advantageous to the State. The second-ranked Applicant in each area may be designated as a "Secondary" Grantee.

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 B**),
- (2) Certificate of Insurance

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RFA ATTACHMENTS

ATTACHMENT A – Program Operations Manual (POM)

This is the current program operation manual used by DHCD. 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 B – Grant Agreement

This is the sample grant agreement used by DHCD. 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 A – PROGRAM OPERATIONS MANUAL (POM)

See web link for electronic version of the Program Operations Manual.

SLP POM

ATTACHMENT B – GRANT AGREEMENT

See separate PDF Document for the Grant Agreement.

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 a selected Applicant pursuant to this RFA. The Grant Agreement will be in a substantially similar form to the Grant Agreement attached as **Attachment B**.
4. **Grant Agreement Commencement** - The date the Grant Agreement is signed by DHCD.
5. **Grantee** - an Applicant that is awarded a Grant Agreement pursuant to this RFA, which will act in the capacity of a LRA for the duration of the Grant Agreement.
6. **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.
7. **DHCD** – Department of Housing and Community Development.
8. **Key Personnel** – All personnel identified in the solicitation as such, or personnel identified by the Applicant in its Application that are essential to the work being performed under the Grant Agreement.
9. **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.
10. **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 [Department of Budget and Management website](#), search for keyword: State Holidays.
11. **LRA**– "Local Rehabilitation Agency," which for purposes of this RFA refers to a political subdivision or nonprofit sponsor (as defined in Section 4-901 of the Housing and Community Development Article of the Maryland Code ("HCDA")) that has been certified by the Department as capable of administering a local rehabilitation program, as described in HCDA Section 4-914.
12. **Request for Applications (RFA)** – This Request for Applications issued by DHCD, 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.
13. **State** – The State of Maryland.

**DRAFT GRANT AGREEMENT FOR ADMINISTRATION
OF LOCAL REHABILITATION SERVICES PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (the “**Agreement**”) is entered into as of the day fully executed, between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the “Department”), and [[Insert name of City or County], ACTING BY AND THROUGH [insert name of entity that the City or County is acting through] OR [INSERT NONPROFIT NAME], a nonprofit, nonstock organization organized under the laws of the State of Maryland (the “**Grantee**”).

Recitals

1. The Department, through its Whole Home Energy and Repair Programs, provides comprehensive housing retrofit services (the “**Retrofit Services**”) in properties occupied by limited income households;
2. At times, participating households are faced with health and safety-related disrepair in their homes. (hereinafter, “**Repair-burdened Households**”)
3. The Department’s Special Loans Division seeks to assist Repair-burdened Households by facilitating the repair or resolution of the health and safety-related issues (collectively, the “**H&S Repairs**”); and
4. The Department and the Grantee wish to work cooperatively to resolve health and safety issues in Repair-burdened Households; and
5. The Department wishes to allocate funding to the Grantee for the purpose of administering a Local Rehabilitation Services Program (the “**Program**”), through which Repair-burdened Households will receive H&S Repairs; and
6. Special Loans Funds (the “**Funding**”) are allocated to the Program pursuant to Md. Code Ann., Hous. & Comm. Dev. §4-505, *et seq.*, which permits the Department to use such funds to operate, pay expenses of, and make grants and loans under the Lead Hazard Reduction Grant Program, the Lead Hazard Reduction Loan Program, the Maryland Housing Rehabilitation Program and Regular Rehabilitation Program, and other special loans programs; and

DRAFT

7. The use of Funding hereunder shall be governed by the laws of the state of Maryland, all policies, procedures, regulatory and legislative amendments adopted by DHCD for any of the programs covered by this Agreement (collectively, the “**Program Guidelines**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Department and the Grantee agree as follows:

1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
2. **Term.** The term of this Agreement shall begin as of the day fully executed (the “**Effective Date**”). Unless otherwise agreed to in writing by the Parties or terminated early pursuant to Section 18, below, it shall terminate on [REDACTED].
3. **Funding.** The Department shall reserve an amount not to exceed \$ [REDACTED] to reimburse the Grantee for the cost of providing H&S Repairs.
4. **Program Description.** The Program is established for the purpose of (a) referring Repair-burdened Households to local governments or nonprofit corporations; (b) having local governments or nonprofit corporations identify needed H&S Repairs in Repair-burdened Properties and propose a scope of repairs to the Department that will enable comprehensive retrofit services; (c) once approved, having local governments and nonprofit corporations ensure performance of repairs of H&S Repairs in accordance with Department approval; and (d) having the Department pay costs associated with such repairs.

5. **Scope**

5.1 Grantee shall perform this Agreement in accordance with the Program Guidelines, this Agreement, and Exhibits A and B, which are listed below and incorporated herein by reference. If there is any conflict between this Agreement and the Exhibits, the terms of this Agreement shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The Request for Applications for Local Rehabilitation Agency Services, dated April 25th, 2026.
- Exhibit B - SLP Program Operations Manual (POM) version 2-2026, or as amended from time to time.
- [REDACTED] Exhibit C – Grantee's Application, dated [REDACTED]

DRAFT

5.2 Disbursement of Funding

5.2.1. The Grantee may submit invoices for project costs to the Department upon completion of a scope of work for a household.

5.2.2. Invoices for administrative costs shall be submitted on a monthly basis for any projects completed during the preceding month.

5.2.3. To constitute a proper invoice, the invoice must include the following:

5.2.3.1. Invoice for the Work completed

5.2.3.2. Signed W-9 for the organization.

5.2.4. Upon receipt of a proper invoice, the Department may disburse funds to the Grantee to reimburse it for Work completed and for the cost of administering the Program.

5.2.5. Administrative costs shall be the actual costs, not to exceed 15% of the cost of H&S Repairs, with a maximum of \$5,000 per project, whichever is less. Grantees must maintain records and provide them upon request that verify the basis for the charged administrative costs, including time logs for relevant staff time and other allowable administrative expenses.

6. Default and Remedies

6.1. The following will constitute an event of default.

6.1.1. The Grantee's failure to comply with the responsibilities, covenants, agreements, or certifications under this Agreement or Program Guidelines;

6.1.2. The Grantee's failure to comply with State or federal law;

6.1.3. The Grantee's improper expenditure of Funding; or

6.1.4. Any action or inaction taken by the Grantee under this Agreement that poses an imminent danger to life, health, or property.

6.2. Upon occurrence of any event of default, the Department shall give written notice of default to the Grantee. The Grantee shall have 30 days from the date of the Department's notice of default to cure the default. After the conclusion of the 30-day period, if the Grantee has not cured the default to the satisfaction of the Department, the Department may at its option immediately terminate this Agreement. In the event of termination by the Department:

6.2.1. The Grantee's authority to seek disbursements shall cease and the Subgrantee shall have no right, title, or interest in or to any of the EMPOWER Funds not disbursed;

6.2.2. The Department may demand repayment from the Grantee of any amounts the Department determines were not expended in accordance with this Agreement; and

6.2.3. The Department, in its discretion, may demand repayment of all Funding distributed to the Grantee.

6.3. In addition to the rights and remedies contained in this Agreement, the Department may at any time proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

6.4. Notwithstanding Sections 6.1 through 6.3 of this Agreement, the Department may suspend the Grantee immediately upon making a determination that: (1) not doing so would pose an imminent danger to life, health, or property; or (2) the performance by the Grantee is not in compliance with this Agreement, the Program Guidelines, or State or federal law. The Department will notify the Grantee of the date of suspension by electronic mail. The notice shall include the grounds for the suspension and instructions to the Grantee on how to request a conference with the Department to resolve the suspension.

7. Program Manager.

The representative of the Department serving as Program Manager for this Agreement is Andrew Aliferis, Senior Program Manager of Special Loans, (443)835-8202, andrew.aliferis@maryland.gov. The Department may appoint another representative to serve as Program Manager at any time.

8. Indemnification

8.1. Grantee (a) releases the Department and its officers, directors, employees, agents, and assigns (collectively the "indemnified parties") from; (b) agrees that indemnified parties shall not have any liability for and (c) agrees to defend, protect, indemnify, and save harmless the indemnified parties from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorney's fees, incurred by, or asserted against, the indemnified parties, as a result of or in connection with the services provided under this Agreement. All money expended by the indemnified parties as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rates permitted by law, shall be immediately and without notice due and payable by the Grantee to the indemnified parties.

8.2. Grantee's obligation to indemnify the indemnified parties shall survive the term of this Agreement.

8.3. Grantee shall require that each of its subgrantees or contractors agree to extend to the Department the same indemnification protections extended to the Grantee under its contractor agreement.

9. Applicability to Contractors and Agents

9.1. Where the services under this Agreement are to be carried out by a subgrantee, contractor, or agent of the Grantee, the provisions of this Agreement shall be made binding on such contractor or agent of the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and any subgrantee, contractor, or agent.

9.2. Where the term “Grantee” appears in this Agreement, it shall be interpreted to include any subgrantee, contractor, or agent of the Grantee. The Grantee acknowledges and agrees that the Grantee has ultimate legal responsibility for ensuring compliance with the requirements of this Agreement including all services it elects to have performed by a contractor or agent.

10. Certifications.

The Grantee certifies that:

10.1. It is a local government of the State of Maryland or a nonprofit nonstock corporation organized under the laws of the State of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

10.2. This Agreement has been duly authorized, executed, and delivered in such a manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee.

10.3. It prohibits discrimination on the basis of race, color, religious affiliation, belief, or opinion, ancestry or national origin, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or any other characteristic forbidden by applicable laws. The Parties agree to comply with other non-discrimination provisions of federal and State law.

10.4. It will not engage in the forms of discrimination set forth in paragraph 13.4.

10.5. It will comply with the provisions of the Governor’s Executive Order 01.01.2007.09 regarding the code of fair employment practices and any regulations promulgated thereunder.

10.6. Upon request by the Department, the Grantee shall submit to the Department information relating to its operations, with regard to the contents of this Section.

11. Notices

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be mailed, postage prepaid, with a courtesy copy sent via electronic mail, as follows:

(a) If to the Department:

Jack Daniels
Director of Special Loans
Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 20706
jack.daniels2@maryland.gov

Andrew Aliferis
Senior Program Manager
Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 21202
andrew.aliferis@maryland.gov

(b) If to the Grantee:

NAME

TITLE

ADDRESS

EMAIL

12. Amendment

This Agreement, or any part thereof, may be amended from time to time only by a written instrument executed by the Department and the Grantee.

13. Assignment

This Agreement may not be assigned without the prior written approval of the Department.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter of this Agreement.

15. Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

16. Further Assurances and Corrective Instruments

The Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State Regulations, Federal Regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

17. Delay Does Not Constitute Waiver

The failure or delay of the Department to exercise any right, power, or remedy upon default shall not constitute a waiver of any term, condition, covenant, or certification in this Agreement, nor constitute agreement to any such default and shall not preclude the Department from exercising any such right, power, or remedy at any later time or times.

18. Termination

18.1. If funds are not appropriated or made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Grantee's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Grantee and the Department from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The State shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

18.2. The Agreement may be terminated at any time by the mutual consent of the parties or unilaterally by either party giving ninety (90) days notice in writing. Upon termination, the Grantee will be reimbursed for all costs actually incurred in fulfilling its obligations under this Agreement before the date of termination.

DRAFT

IN WITNESS WHEREOF, DHCD and the Grantee, or its duly authorized representatives have executed this Agreement as of the dates indicated below.

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____
Jacob R. Day, Secretary

Date: _____

Approved for form and legal
sufficiency

Assistant Attorney General Date

**[INSERT PROPER NAME OF Grantee] [if
appropriate, include: acting by and through
[INSERT NAME OF GOVERNMENTAL
DIVISION IT IS ACTING THROUGH**

By: _____

Name: _____

Title: _____

Date: _____

Approved for form and legal
sufficiency

DRAFT

Program Operations Manual for Local Rehabilitation Services

This manual outlines the responsibilities and procedures for Local Agencies participating in the Rehabilitation Services Program, based on the Department of Housing and Community Development (DHCD) guidelines.

1. Program Purpose and Role

The Program is established to facilitate Health and Safety (H&S) Repairs for income eligible homeowners. The Local Agency acts as the administrative and project management entity for the H&S Repairs.

2. Program Implementation Overview

The process for this program begins with a referral and initial assessment. The Department may refer households with repair needs to the Local Rehabilitation Agency (LRA) for review, and the agency may also bring in its own customers. The LRA is then required to conduct an assessment in accordance with the Program Operations Manual. Following the assessment, the local agency must complete the repair work within six months.

As part of this process, the LRA must identify all necessary health & safety related repairs in the affected properties and propose a scope of work to the Department. This proposed scope must satisfy all issues that are currently preventing the household's participation in whole building energy programs. Once the Department approves the scope of work, the LRA must ensure the performance of the rehabilitation work is carried out precisely in accordance with the Department's approval.

3. Application Services and Eligibility Determination

A. Service Delivery System

The Local Rehabilitation Agencies must establish a service delivery system to provide Health and Safety Repairs to low-income households, which must include:

- Effectively conduct client intake.
- Make preliminary eligibility determinations.
- Provide information and referrals for other benefits and programs.

- Coordinate services with local providers (city, county, state agencies, faith-based organizations, non-profit organizations, for-profit entities, etc.).

Additionally, the Department may refer households to the LRA with details relating to the H&S issues that caused the property to be deferred from energy programs.

B. Applicant Outreach and Eligibility Duties

The Subgrantee is responsible for:

- Conducting outreach to solicit applications from eligible households and owners of potential rehabilitation projects.
- Reviewing applications and determining whether additional information is needed.
- **Verifying income and documenting eligibility** (This is an administrative responsibility and **must not** be delegated to a contractor).
- Submitting the complete application to DHCD for approval.
- Notifying the customer of the eligibility status, and educating customers on the goals and process of the program.

C. Eligibility Criteria

Funding may only be used for Eligible Applicants who must:

- Be a property owner who also resides in the property that will be the subject of the H&S Repairs.
 - *Note:* The Program does not support repairs in properties occupied by tenants, and **renters do not qualify**.
- Have an income that does not exceed the income limits established by the [Maryland Home Rehabilitation Program \(MHRP\)](#)
- Meet other eligibility criteria as defined by the Department in the Program Documents.
- *Note:* **Mobile homes do not qualify**.

D. Application Package

The following documents must be completed and used to prepare a complete application:

- Maryland Housing Rehabilitation Program (MHRP) application (for customer information).
- Maryland Housing Rehab Program (MHRP) - Rehabilitation Grant Program Summary Worksheet (must be completed).
- Maryland Housing Rehabilitation Program - Rehabilitation Application Checklist (to ensure all supporting documentation is provided).
- Bid Cover Page (to be completed and used as a cover sheet for each proposal, regardless of whether the work is being completed by an in-house crew or a third-party contractor).

- Zero Income statement (If Appropriate) (for any client claiming no income).

E. Submission Process

1. **Digitize** all required program documents and supporting documentation.
2. **Email** the digitized documents to: dhcd.specialloans@maryland.gov.
3. **Subject Title:** The email subject must use the format:
 Rehabilitation Application from <Your County Agency> for
 <Customer Last Name, First name>
 - *Example:* Rehabilitation Application Frederick County DHCD for
 RITCHIE, Barbara
4. **Email Body:** Provide details to relay to the Department regarding the specific issues that will be addressed with the funding.
5. **Attachments:** Attach the necessary documents listed above.
6. **Response Recipients:** Include the respondents (email addresses) in the body of the email that you would need the approval response to be sent to.

F. Application Approval

The Department will pull credit and property judgment reports on all potential candidates to determine eligibility. The underwriter will contact the applicant and LRA with an approval letter typically within two(2) weeks of submission of a complete application.

4. Perform Rehabilitation Work

The LRA shall assist approved customers with rehabilitation work, acting as a project manager who coordinates projects between contractors and clients.

A. Project Management Responsibilities

The Subgrantee is responsible for:

- **Tracking Work:** Utilizing a program software determined by DHCD for tracking all stages of work in real-time (within one week of actual activity), including lead contact attempts, project comments, site visits, work orders, quality control, and invoicing.
- **Reviewing Documentation:** Reviewing prior site assessment documentation (e.g., energy audits) to determine deferral reasons.
- **Coordinating Bids:** Coordinating site assessments with contractors as necessary to prepare bids.
- **Finalizing Work Scope:** Reviewing bids with homeowners and assisting with finalizing the work scope.
- **Scope of Work Submission:** Submitting a Scope of Work (SOW) to the Department, defining the H&S Repairs needed and estimating the cost.

- *Note:* For cases where the estimated cost does not exceed **\$25,000**, the LRA may proceed without Department approval of the SOW, provided it verifies the SOW meets all Program requirements.
- In cases where the estimated cost exceeds \$25,000, a Department Technical Reviewer will review the proposed scope of work for adherence with Program requirements. An exception may be granted by State management of the Special Loans Program, but only when compelling justification is provided demonstrating that the situation qualifies as an extraordinary circumstance.
- **Documentation:** Completing and providing all documentation as required in the POM, including Contractor bid page, scope of work, contractor insurance and licensing documentation, etc.
- **Leveraging Funds:** Leveraging different funding sources wherever applicable.
- **Monitoring Progress:** Monitoring contractor progress and ensuring that work is completed according to the work order, Program requirements and procedures, local code requirements, POM, manufacturer installation instructions, and any applicable laws.
- **Conflict Resolution:** Troubleshooting conflicts between the homeowner and contractors and leading to productive resolutions.
- **Referrals:** Identifying additional resources and programs to address conditions or opportunities, and ensuring that customers are referred back to the energy programs for any deferred energy work.
- **Reporting/Consultation:** Reporting back to DHCD on a regular basis and consulting with the Department regularly during Program implementation.
- **Data Entry:** Entering all data tracking and reporting into DHCD's software programs as required (e.g., tracking customer communications and project progress within one week of an activity).
- **Active Role:** Maintaining an active role in each job assigned and being responsible for accurate execution of work and reporting, even when contractors perform the work.

B. Contractor Requirements

- **Licensing and Permits:** Ensuring that contractors obtain permits for work performed as required by the local building authority and hold appropriate licenses for the work. All trades requiring a State of Maryland license or certification must hold a valid one.
- **Warranty:** 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.

5. Reporting

The LRA shall prepare and submit **quarterly reports** to the Department on or before the **15th day of the month following the end of each calendar quarter**.

Quarterly reports shall include:

- A spreadsheet listing all projects that were completed during the prior quarter. For each project, include the information requested by the program manager, such as customer name, property address, funding amount provided, general description of work scope.
- A spreadsheet listing all projects that are in process and not yet completed. (i.e., pipeline). This should include all applications received, applications approved, projects started, and a brief summary of their current status and estimated timeline for completion.
- Production goals and tasks performed to achieve those goals.
- Obstacles and proposed solutions.

The Department will review the submitted reports of the projects that have received H&S Repairs, and review for eligibility for completion of Energy Services. LRA's who also run a weatherization program in the areas where they provide rehabilitation services may independently proceed with providing such energy upgrades.

6. Invoicing and Disbursement of Funding

A. Submission of Invoices

- Invoices for completed rehabilitation projects may be submitted on an ongoing basis, as early as immediately upon completion of a scope of work for a household.
- Invoices for administrative costs shall be submitted on a **monthly basis** for any projects completed during the preceding month.

B. Invoices for Completed Rehabilitation Work

To constitute a proper invoice, it must include the following:

- An invoice for the work completed with the **signed W-9** for the organization.
- **Photographs** of the completed work.
- A completed **close-out statement**.
- A **Certificate of Completion (COC)** signed by the agency's representative, the contractor's representative, and the homeowner.

C. Invoices for Administrative Costs

Administrative costs shall be the actual costs, not to exceed the amount allowed in the MOU. LRAs must maintain records and provide them upon request that verify the basis for the charged administrative costs, including time logs for relevant staff time and other allowable administrative expenses.

7. Monitoring

The Department will undertake annual monitoring of the LRA's Work. All projects must maintain a complete, audit-ready project file that documents each stage of the work in accordance with DHCD standards. Required records include client intake and eligibility verification, a scope of work, in-progress inspections and change orders, financial records supporting all costs charged to the project,, and project closeout materials including warranties, client sign-off via the certificate of completion, and Special Loans Close-out form. All files must be retained according to DHCD record-keeping policies and remain available for monitoring, quality assurance, and audit review.

A. Monitoring Schedule

For LRAs authorized for the first time to approve and administer funds under this Program, the Department expects to conduct monitoring every six (6) months until the LRA demonstrates satisfactory performance.

Once the LRA demonstrates a history of satisfactory performance, at the Department's discretion, it may conduct monitoring on an annual schedule.

B. Monitoring Reports

Within 45 days after the Department monitors the LRA s performance, the Department will provide the LRA with a written Monitoring Report.

The Monitoring Report will describe any finding of noncompliance with the program requirements, the required remedy or correction to be undertaken by the LRA , and the date by which the required remedy or cure must be completed.

C. Remedies for Unsatisfactory Performance

If DHCD finds performance to be unsatisfactory, DHCD may increase the frequency of monitoring until performance is satisfactory.

The Department, in its sole discretion, may revoke authorization of the Local Government under this Agreement if the Local Government (i) fails to administer programs in a manner consistent with this Agreement or (ii) fails to undertake remedies or corrections required by the Department.

Additional remedies for non-complying loans are set forth in the grant agreement.

8. Training

The Department will provide periodic training and technical assistance, as follows:

- At commencement of the Program, as needed;
- As requested by the LRA
- In the event that the LRA encounters policy issues or unique or unusual applications;

- In the event that the LRA performs poorly during a monitoring review, in which case training will be required.

9. General Requirements

- **Confidentiality:** Maintaining confidentiality of all personal identifiable information ("PII") in accordance with state and federal laws, regulations, rules, and the Department's standards. A separate confidentiality agreement may be required.
- **Non-Delegable Duties:** The Subgrantee shall not utilize a contractor for any administrative responsibilities, including, but not limited to, verifying income and documenting eligibility and reporting.
- **Monitoring:** The Department expects to conduct monitoring every six (6) months until satisfactory performance is demonstrated. After a history of satisfactory performance, monitoring may be conducted annually at the Department's discretion.
- **Remedies:** If DHCD finds performance to be unsatisfactory, DHCD may increase the frequency of monitoring or may revoke the Local Government's authorization under the Agreement.