

STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
700 GOVERNORS DRIVE  
PIERRE, SD 57501

**Quality Control Inspector**

PROPOSALS ARE DUE NO LATER THAN OCTOBER 31<sup>st</sup>, 2024 BY PM CST

RFP11468

State POC: Kirsten Blachford

EMAIL: [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us)

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_  
(Digital signature allowed)

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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PRIMARY CONTACT INFORMATION

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The South Dakota Department of Social Services (DSS) is issuing this Request for Proposals for a certified Quality Control Inspector (QCI) to conduct Weatherization Technical Monitoring following the Department of Energy and State of South Dakota policy and procedures. A QCI is a residential energy efficiency expert who reviews, inspects, and verifies the appropriateness, quality, and completion of energy retrofit work by conducting site visits, performing diagnostic testing, and evaluating work practices and documentation to improve the indoor environment, safety, durability, comfort, and energy efficiency of the building for the client.

The Department of Social Services Weatherization Assistance Program (WAP) has a network of four Community Action Agencies (CAA) located throughout the State of South Dakota to weatherize eligible housing. Each agency has staff who perform energy audits for each dwelling unit to be weatherized, enter audit information, and perform approved energy conservation measures. Each CAA has at least one certified Quality Control Inspector, who inspects 100% of the units before reporting them as completed to DSS.

DSS is required to inspect no less than 10% (approximately 70) of weatherized homes reported as complete by each CAA. The certified Quality Control Inspector (QCI) will complete inspections on behalf of DSS and work under the direction of DSS staff.

### **1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Division of Economic Assistance is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP11468. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.3 LETTER OF INTENT**

All interested offerors are requested to submit a non-binding Letter of Intent to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

Be sure to reference the RFP number in your letter.

The Letter of Intent must be submitted to Kirsten Blachford via email at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us) no later than October 3rd, 2024. Please place the following in the subject line of your email: "Letter of Intent for RFP11468".

### **1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	<u>09/26/2024</u>
Letter of Intent to Respond Due	<u>10/03/2024</u>
Offeror Questions Due	<u>10/10/2024</u>
Responses to Offeror Questions	<u>10/17/2024</u>
Request for SFTP folder	<u>10/30/2024</u>
Proposal Submission	<u>10/31/2024</u>
Oral Presentations/discussions (if required)	<u>TBD</u>
Proposal Revisions (if required)	<u>TBD</u>
Anticipated Award Decision/Contract Negotiation	<u>11/21/2024</u>

### **1.5 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be submitted as PDFs via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than the date indicated in the Schedule of Activities by emailing Kirsten Blachford at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us).

The subject line should read "RFP11468 SFTP Request". The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.7 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY**

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.9 RESTRICTION OF BOYCOTT OF ISRAEL**

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.10 CERTIFICATION OF NO STATE LEGISLATOR INTEREST**

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**1.11 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

**1.12 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Kirsten Blachford at [Kirsten.Blachford@state.sd.us](mailto:Kirsten.Blachford@state.sd.us) with the subject line "RFP11468 Inquiries".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's responses will be posted on the state's e-procurement system and the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx>. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

**1.13 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

**1.14 LENGTH OF CONTRACT**

The contract resulting from this RFP will be issued approximately for eight (8) months ending June 30, 2025, with the option for renewal for up to three (3), one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds. Contracts will be negotiated on an annual basis.

**1.15 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

**1.16 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

**2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below and as seen in **Attachment A**, along with any additional terms and conditions that may be necessary to the performance of the scope of work.

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3.0 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will use State equipment, supplies or facilities. **YES** (  ) **NO** (  )
- 2.4** The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.5** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ \_\_\_\_\_. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.6** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.7** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

  - A. Commercial General Liability Insurance:**  
The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
  - B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**  
The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

**C. Business Automobile Liability Insurance:**

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

**D. Worker's Compensation Insurance:**

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

**2.8** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

**2.9** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

**2.10** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**2.11** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**2.12** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

**2.13** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

- 2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.15 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.16 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.17 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.18 Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to \_\_\_\_\_ on behalf of the State, and by \_\_\_\_\_, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.19 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.20 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### 3.0 **SCOPE OF WORK**

- 3.1 The Department of Social Services Weatherization Assistance Program is seeking proposals from certified Building Performance Institute (BPI) individuals. The Quality Control Inspector (QCI) will perform quality assurance field inspections of single family and mobile homes that received Weatherization services from one of the Community Action Agencies (CAA). The goal of the inspection is to ensure that services provided are in conformance with all standards and policies outlined in the **South Dakota State Plan Application (Attachment B), SD Weatherization Field Guide** ([http://dss.sd.gov/formsandpubs/docs/ENERGY/SD\\_Weatherization\\_Field\\_Guide.pdf](http://dss.sd.gov/formsandpubs/docs/ENERGY/SD_Weatherization_Field_Guide.pdf)), the **Department of Energy Standard Work Specifications** (<https://sws.nrel.gov/>), and that all other applicable federal, state, local laws, regulations, and local building codes as required to meet program requirements and objectives.

- 3.2** For each home that will be monitored, DSS will provide:
- 3.2.1** Initial audit field paperwork and photo documentation
  - 3.2.2** Energy audit software input report
  - 3.2.3** Recommended measures report
  - 3.2.4** Work Order
  - 3.2.5** Bid Sheets and change orders (if applicable)
  - 3.2.6** CAA Quality Control Inspection Form and photo documentation (**Attachment C**)
  - 3.2.7** Any other relevant weatherization paperwork related to the weatherization of the home
- 3.3** A Technical Monitoring Inspection includes:
- 3.3.1** Review of Energy Audit for Completeness
  - 3.3.2** Review of work orders for allowability under DOE and State Guidelines
  - 3.3.3** Inspection of completed work for adherence to the DOE Standard Work Specifications/South Dakota Weatherization Field Guide Standards
  - 3.3.4** To provide a written report on findings at each unit inspected and provide this report to DSS
- 3.4** The Technical Monitor must have knowledge of:
- 3.4.1** Building science
  - 3.4.2** Heat transfer mechanisms (e.g., convection, conduction, radiation)
  - 3.4.3** Moisture transfer mechanisms (e.g., water vapor, bulk moisture)
  - 3.4.4** Air transfer mechanisms (e.g., stack effect, pressure differentials, etc.)
  - 3.4.5** Applicable codes, standards, and program requirements
  - 3.4.6** South Dakota Weatherization Field Guide  
([http://dss.sd.gov/formsandpubs/docs/ENERGY/SD\\_Weatherization\\_Field\\_Guide.pdf](http://dss.sd.gov/formsandpubs/docs/ENERGY/SD_Weatherization_Field_Guide.pdf))
  - 3.4.7** South Dakota Weatherization State Plan (**Attachment B**)
  - 3.4.8** ASHRAE 62.2 2016
  - 3.4.9** Department of Energy Standard Work Specifications (<https://sws.nrel.gov/>)
  - 3.4.10** NEAT/MHEA Audit Software
  - 3.4.11** Energy modeling and expected inputs and outputs
  - 3.4.12** Required inspection documentation
  - 3.4.13** Basic Accounting
- 3.5** The Technical Monitor must have the ability to:
- 3.5.1** Determine if appropriate diagnostic testing is being performed based on dwelling
  - 3.5.2** Confirm housing characteristics used for initial assessment (e.g., insulation levels, heating equipment, square footage, etc.)
  - 3.5.3** Identify and Document potential missed opportunities
  - 3.5.4** Compare inspection results to work plan projections
  - 3.5.5** Compare the work performed to the work scope (e.g., appropriate R-value, square footage)
  - 3.5.6** Determine if correct materials and equipment are being installed (e.g., fire-rated used where needed, correct insulation type)
  - 3.5.7** Evaluate job site management and scheduling (e.g., sequencing, material and equipment staging).
  - 3.5.8** Identify additional investigation needed based on sensory inspection results (e.g., unusual sounds, smells, humidity, etc.)
  - 3.5.9** Visually inspect and document installed measures
  - 3.5.10** Determine code or program compliance of installed measures (e.g., insulation certificate, installation standards)
  - 3.5.11** Determine if installed measures meet job specifications
  - 3.5.12** Compare inspection results to previous test data
  - 3.5.13** List actions necessary to bring installed measures up to compliance (e.g., punch list)
  - 3.5.14** Interpret diagnostic test results
  - 3.5.15** Verify pressure and thermal boundary alignment.



- 3.5.16 Identify questionable costs (e.g., missing items, double billing, large variance between estimated costs and final costs, etc.)
- 3.5.17 Determine accuracy and appropriateness of initial building evaluation (e.g., missing information, software modeling inputs, existing equipment, square footage matches documentation, etc.)
- 3.5.18 Identify inappropriate measures in the work scope (e.g., not obtaining permits, measure skipping, misaligned thermal and pressure boundaries, etc.)
- 3.5.19 Ensure that all measures have been completed to the applicable standards
- 3.5.20 Complete inspection documentation (Weatherization Quality Control Inspection Form)
- 3.5.21 Ensure needed client education was conducted (e.g., teaching client how to use digital thermostat, how to change filter, ASHRAE fan control, etc.).

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
  - 4.3.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - 4.3.2 Dates of the service/contract; and
  - 4.3.3 A brief, written description of the specific prior services performed and requirements thereof.
- 4.4 The offeror must submit information that demonstrates their ability and proven history in handling special project constraints.
- 4.5 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project is to be implemented.
- 4.6 The offeror must describe their proposed project management techniques.
  - 4.6.1 The offeror must detail staff qualification and experience who will be assigned to the project, indicating the responsibilities and qualifications of such personnel, including BPI QCI certifications. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information.
- 4.7 The offeror must submit information that demonstrates their experience with Weatherization Quality Control Inspections at a Federal, State, or Subgrantee level. This information should include proof of:
  - 4.7.1 Knowledge of:
    - 4.7.1.1 Building science
      - 4.7.1.1.1 Heat transfer mechanisms (e.g., convection, conduction, radiation)
      - 4.7.1.1.2 Moisture transfer mechanisms (e.g., water vapor, bulk moisture)
      - 4.7.1.1.3 Air transfer mechanisms (e.g., stack effect, pressure differentials, etc.).

- 4.7.1.2 Applicable codes, standards, and program requirements
  - 4.7.1.2.1 South Dakota Weatherization Field Guide
  - 4.7.1.2.2 South Dakota Weatherization State Plan
  - 4.7.1.2.3 ASHRAE 62.2
  - 4.7.1.2.4 Department of Energy Standard Work Specifications
  - 4.7.1.2.5 NEAT/MHEA Audit Software
- 4.7.1.3 Energy modeling and expected inputs and outputs
- 4.7.1.4 Required inspection documentation
- 4.7.1.5 Basic Accounting

4.8 The offeror may be required to submit a copy of their most recent independently audited financial statements.

4.9 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated. Examples include: Proposal was not received on time. Proposal was not signed. Electronic file was not provided.

## 5.0 PROPOSAL RESPONSE FORMAT

5.1 Only a PDF copy shall be submitted via SFTP folder.

5.1.1 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

5.2.1 **RFP Form.** The State's Request for Proposal form (1<sup>st</sup> page of RFP) completed and signed.

5.2.2 **Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

## 6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 6.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 6.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 6.1.4** Availability to the project locale;
  - 6.1.5** Familiarity with the project locale;
  - 6.1.6** Proposed project management techniques; and
  - 6.1.7** Ability and proven history in handling special project constraints;
  - 6.1.8** Cost proposal.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.
  - 6.5.3** Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6

## **7.0 COST PROPOSAL**

The cost proposal must address the Scope of Work as outlined in Section 3.0.

The cost proposal must have an expected total cost per home.

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF ECONOMIC ASSISTANCE**

**Consultant Contract  
For Consultant Services  
Between**

State of South Dakota  
Department of Social Services  
DIVISION OF ECONOMIC ASSISTANCE  
700 Governors Drive  
Pierre, SD 57501-2291

\_\_\_\_\_  
Referred to as Consultant

\_\_\_\_\_  
Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent consultant and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT’S South Dakota Vendor Number is . Upon execution of agreement, Consultant will provide the State with Consultant’s Employer Identification Number or Federal Tax Identification Number.
2. PERIOD OF PERFORMANCE:
  - A. This Agreement shall be effective as of June 1, 2024 and shall end on May 31, 2025, unless sooner terminated pursuant to the terms hereof.
  - B. Agreement is the result of request for proposal process, RFP #11468.
3. PROVISIONS:
  - A. The Purpose of this Consultant contract is:
    - 1.
    2. Does this Agreement involve Protected Health Information (PHI)? YES ( ) NO ( X )  
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment).
    3. The Consultant WILL ( ) WILL NOT ( X ) use state equipment, supplies or facilities.
    4. If WILL is indicated above, the following state equipment, supplies, or facilities will be used.
  - B. The Consultant agrees to perform the following services (add an attachment if needed):
    - 1.
  - C. The State agrees to:
    - 1.
    2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26-2.
    3. Will the State pay Consultant expenses as a separate item?

YES ( ) NO ( X )

If YES, expenses submitted will be reimbursed as identified in this Agreement.

D. The TOTAL CONTRACT AMOUNT will not exceed \$ .

4. BILLING:

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. ASSURANCE REQUIREMENTS:

(For Federally funded contracts only). The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

Executive Order 2020-01 provides that for consultants, vendors, suppliers or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Consultant further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

9. COMPLIANCE WITH SDCL ch 5-18A:

Consultant certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

10. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Consultant (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Consultant hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

11. RETENTION AND INSPECTION OF RECORDS:

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

12. WORK PRODUCTS:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Consultant in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Consultant without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

13. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. If termination for breach is effected by the State, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the State as a result of Consultant's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If the State terminates for a breach by Consultant and it is determined that the Consultant was not at fault, then Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive, including by not limited to the terms of sections 10, 11, 15, 23, 24, and 27.

14. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State upon five day written notice. Consultant agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State and Consultant waives any claim against the same.

15. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

16. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. THIRD PARTY BENEFICIARIES:

This agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law in any matters, civil or criminal.

18. SUPERSESION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. IT STANDARDS:

Any service, software or hardware provided under this Agreement will comply with state standards which can be found at [https://bit.sd.gov/bit?id=bit\\_standards\\_overview](https://bit.sd.gov/bit?id=bit_standards_overview).

20. SEVERABILITY:

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when

mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

**22. SUBCONSULTANTS:**

Consultant may not use subconsultants to perform the services described herein without the express prior written consent of the State. Consultant will include provisions in its subcontracts requiring its subconsultants to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subconsultants, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subconsultants. Consultant shall assist in the vetting process.

**23. STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

**24. INDEMNIFICATION:**

Consultant agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Consultant shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Consultant's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Consultant shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Consultant, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Consultant in the defense. This section does not require Consultant to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

**25. INSURANCE:**

At all times during the term of this Agreement, Consultant shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

**A. Commercial General Liability Insurance:**

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

**B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars \$1,000,000.

**C. Business Automobile Liability Insurance:**

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.



D. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

27. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

28. CONFIDENTIALITY OF INFORMATION:

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to Consultant by the State and all information, regardless of its format, obtained by Consultant through the provisions of services as contemplated by this Agreement. Consultant, and any person or entity affiliated with Consultant shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant, and any person or entity affiliated with Consultant shall not: (i) disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Confidential Information except to exercise rights and perform obligations under this Agreement; (iii) make Confidential Information available to any of its employees, officers, agents or consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Consultant, and any person or entity affiliated with Consultant is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Consultant, and any person or entity affiliated with Consultant shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that: (i) was in the public domain at the time it was disclosed to Consultant or to any person or entity affiliated with Consultant; (ii) was known to Consultant, or to any person or entity affiliated with Consultant, without restriction at the time of disclosure from the State; (iii) was disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant, or by any person or entity affiliated with Consultant, without the benefit or influence of the State's information; or (v) becomes known to Consultant, or to any person or entity affiliated with Consultant, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information may be confidential and protected under state or federal law. Consultant agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Consultant agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Consultant will enforce the terms of this Confidentiality Provision to its fullest extent.

Consultant agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter.

Consultant will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Consultant agrees to return to the State, at Consultant's cost, any Confidential Information or documentation maintained by Consultant regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Consultant and State.

**29. REPORTING PROVISION:**

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

**30. DAVIS-BACON ACT:**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

**31. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**32. FUNDING AGREEMENT AND "RIGHTS TO INVENTION":**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Consultant must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**33. FORCE MAJEURE:**

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war,

terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or any causes beyond the party's reasonable control provided, however that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

34. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

35. WAIVER OF BREACH:

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions in this Agreement.

36. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

37. AUTHORITY TO EXECUTE:

Consultant represents and warrants that:

- A. Consultant is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by Consultant and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Consultant to enter into this Agreement and perform its obligations under this Agreement;
- C. Consultant is duly authorized to conduct business in and is in good standing in each jurisdiction in which Consultant will conduct business in connection with this Agreement; and
- D. Consultant has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Consultant's performance of the services. Consultant will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

38. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

NO SIGNATURE REQUIRED AT THIS TIME

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant Printed Name

\_\_\_\_\_  
State - DSS Division Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
State - DSS Chief Financial Officer Jason Simmons

\_\_\_\_\_  
Date

\_\_\_\_\_  
State – DSS Cabinet Secretary Matthew K. Althoff

\_\_\_\_\_  
Date

State Agency Coding:

ALN #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

DSS Fiscal Contact Person Contract Accountant  
Phone 605 773-3586

Consultant Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Consultant Program Email Address \_\_\_\_\_

Consultant Fiscal Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Consultant Fiscal Email Address \_\_\_\_\_

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

**CERTIFICATION REQUIRED BY SDCL ch 5-18A**

**Section 1 Definitions.** The words used in this Certification shall mean:

1.1. "Prohibited Entity," an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela;

1.2. "Purchasing agency," any governmental body or officer authorized by law, administrative rule, or delegated authority, to enter into contracts;

1.3. "Contract," any type of agreement, regardless of what the agreement may be called, for the procurement of supplies, services, or construction;

**Section 2. Certification.** The undersigned hereby certifies to the State of South Dakota that:

2.1. The undersigned is not a Prohibited Entity.

2.2 If at any time after making this certification the undersigned becomes a Prohibited Entity, the undersigned will provide immediate written notice to all purchasing agencies with whom the undersigned has a Contract. The undersigned understands and agrees that if the undersigned becomes a Prohibited Entity, agencies may terminate any Contract with the undersigned.

2.3 The undersigned acknowledges and agrees that agencies have the right to terminate a Contract with any entity that submits a false certification, and that a false certification or failure to provide written notification to purchasing agencies that an entity has become a prohibited entity is cause to suspend or debar a business under SDCL § 5-18D-12.

\_\_\_\_\_  
Company

NO SIGNATURE REQUIRED AT THIS TIME \_\_\_\_\_

Title

Signature

Date

# ATTACHMENT B

DOE F 540.2  
(08/05)

OMB Control No: 1910-5127  
Expiration Date: 02/28/2025

**U.S. Department of Energy**  
Weatherization Assistance Program (WAP)  
**WEATHERIZATION ANNUAL FILE WORKSHEET**  
**Grant Number: EE0009931, State: SD, Program Year: 2024**  
**Recipient: STATE OF SOUTH DAKOTA**

## IV.1 Subgrantees

Subgrantee (City)	Planned Funds/Units
Interlakes Community Action Agency (Madison)	\$672,219.00 41
Northeast SD Community Action Agency (Sisseton)	\$533,958.00 28
Rural Office of Community Services (Lake Andes)	\$675,531.00 37
Western SD Community Action Agency (Rapid City)	\$792,515.00 45
<b>Total:</b>	<b>\$2,674,223.00</b> <b>151</b>

## IV.2 WAP Production Schedule

Weatherization Plans	Units
Total Units (excluding reweatherized)	151
Reweatherized Units	0
Average Unit Costs, Units subject to DOE Project Rules	
<b>VEHICLE &amp; EQUIPMENT AVERAGE COST PER DWELLING UNIT (DOE RULES)</b>	
A Total Vehicles & Equipment (\$5,000 or more) Budget	\$0.00
B Total Units Weatherized	151
C Total Units Reweatherized	0
D Total Dwelling Units to be Weatherized and Reweatherized (B + C)	151
E Average Vehicles & Equipment Acquisition Cost per Unit (A divided by D)	\$0.00
<b>AVERAGE COST PER DWELLING UNIT (DOE RULES)</b>	
F Total Funds for Program Operations	\$1,265,881.00
G Total Dwelling Units to be Weatherized and Reweatherized (from line D)	151
H Average Program Operations Costs per Unit (F divided by G)	\$8,383.32
I Average Vehicles & Equipment Acquisition Cost per Unit (from line E)	\$0.00
J Total Average Cost per Dwelling (H plus I)	\$8,383.32

## IV.3 Energy Savings

Method used to calculate savings: <input checked="" type="checkbox"/> WAP algorithm <input type="checkbox"/> Other (describe below)			
	Units	Savings Calculator (MBtus)	Energy Savings
This Year Estimate	151	29.3	4424
Prior Year Estimate	161	29.3	4717
Prior Year Actual	91	29.3	2666
<b>Method used to calculate savings description:</b>			
South Dakota's estimated energy savings for 2023-2024 are shown on the following algorithm:			
<b>DOE Program Amount</b>			

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(A) Total DOE State Weatherization Allocation \$2,302,723
(B) Total Cost associated with Administration, T&TA, H&S, Audits, Liability Ins. \$1,036,842
(C) Subtract the amount entered in line (B) from line (A), for total Federal (DOE) funds available to weatherize homes \$1,265,881
(D) Estimated State Average Cost per Home - \$8,383
(E) Divide the amount entered on line (C) by the amount entered on line (D), for Total Estimated Homes to be Weatherized-151.
(F) Multiply (E) by 29.3 MBtu for Total Annual Estimated Energy Savings resulting from DOE appropriated fund 4,424.3 MBtu's

**IV.4 DOE-Funded Leveraging Activities**

**IV.5 Policy Advisory Council Members**

Check if an existing state council or commission serves in this category and add name below

Colleen Winter	Type of organization: Contact Name: low income, elderly and disabled individuals and families Phone: 6052801731 Email: <a href="mailto:colleenwinter57501@gmail.com">colleenwinter57501@gmail.com</a>
Elton Blemaster	Type of organization: Other Contact Name: Elderly, low-income population Phone: 6052802624 Email: <a href="mailto:eltonblemaster40@gmail.com">eltonblemaster40@gmail.com</a>
Howard Grinager	Type of organization: Other Contact Name: Elderly, disabled, low income population Phone: 6052802624 Email: <a href="mailto:grinagerh@gmail.com">grinagerh@gmail.com</a>
Karen Michels	Type of organization: Contact Name: community health Phone: 6056617108 Email: <a href="mailto:Mkcm@iw.net">Mkcm@iw.net</a>
Sandy Diegel	Type of organization: Contact Name: nonprofit administration, strategic planning, board and orga Phone: 6057303919 Email: <a href="mailto:sldiegel@gmail.com">sldiegel@gmail.com</a>
Stacey Tieszen	Type of organization: Contact Name: child advocate Phone: 6053102088 Email: <a href="mailto:happenstance06@gmail.com">happenstance06@gmail.com</a>

**IV.6 State Plan Hearings (Note: attach notes and transcripts to the SF-424)**

Date Held	Newspapers that publicized the hearings and the dates the notice ran
04/25/2024	Notice of Public Hearing will run in the following newspapers- Aberdeen American News, Mitchell Daily Republic, Sioux Falls Argus Leader, and Rapid City Journal. The Notice was also posted on the DSS Website for Public Hearings.

**IV.7 Miscellaneous**

Recipient Business Officer
Bill Regynski



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**Recipient:** STATE OF SOUTH DAKOTA

bill.regynski@state.sd.us

700 Governors Drive

Pierre, SD 57501

605-773-5182

Recipient Principal Investigator

David Gall

david.gall@state.sd.us

910 E. Sioux Ave

Pierre, SD 57501

605-773-4131

Not more than 15 percent of the grant will be used for administrative purposes.

**Weatherization Readiness Funds:**

Agencies have access for WRF funds to prevent the deferral of homes. These funds are distributed utilizing the existing funding formula. Homes that receive WRF funds must result in a DOE completion. The maximum amount allowed to be used on a home is \$15,000, and all requests require approval from the State Program Administrator prior to proceeding. Eligible situations include:

Roof repair/replacement

Wall repair (interior or exterior)

Ceiling repair

Floor repair

Foundation or subspace repair

Exterior drainage repairs (e.g., landscaping or gutters)

Plumbing repairs

Electrical repair

Clean-up or remediation beyond typical scope of WAP

Lead paint

Asbestos (confirmed or suspected, including vermiculite), mold and/or moisture

Replacement of high CO, appliances not covered by H&S that would otherwise result in a deferral

Replacement would only be allowed once all steps identified in the H&S plan have been exhausted

South Dakota is utilizing the DOE developed spreadsheet for tracking and reporting WRF requests and approvals.

Subgrantees will keep all documentation related to the use of WRF funds (photo, work orders, etc..) in client file. This information will be sent to the State upon completion of the home. WRF funds will be made available to households that will result in a completion on or prior to 06-30-2025 for Regular DOE funds, and result in a completion on or prior to 06-30-2026 for BIL funds.

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During the selection of homes for the State Technical Monitoring, at least one home from each agency that has utilized WRF funds will be selected, if applicable.

South Dakota does not prioritize households that require WRF funds. The reason is without an onsite visit to the home, it is difficult to determine if the households that apply for Weatherization are in need of the funds.

**Fuel Switching:**

Generally, heating system replacements must maintain the existing fuel type. Exceptions to this would include:

If a fuel oil system exists and gas is available to house.

Electric resistance heater replacements, with any other fuel, has a savings-to-investment ratio of greater than 1.0 (use the electric fuel switch calculator to determine the savings-to-investment).

If the original fuel type is wood, coal or kerosene a more reliable replacement system can be modeled as a Health and Safety measure.

If the existing fuel type is difficult to acquire.

If occupants have health conditions that are worsened by the existing fuel type (Medical proof required).

In accordance with 2 CFR 200.425(a)(2), only those Subgrantees expending more than \$750k in total Federal Funding annually will receive FINANCIAL AUDITS funding identified in the Grantee's SF-424a Budget.

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This worksheet should be completed as specified in Section III of the Weatherization Assistance Program Application Package.

**V.1 Eligibility**

**V.1.1 Approach to Determining Client Eligibility**

Provide a description of the definition of income used to determine eligibility

According to the 2000 census there are 95,112 households with income at or below 200% of poverty level. As allowed in DOE regulations, the State of South Dakota sets its weatherization eligibility limit at 200% of the federal poverty level.

Describe what household eligibility basis will be used in the Program

Any household that is currently receiving LIEAP assistance is automatically income eligible for Weatherization. All other households seeking Weatherization will be determined using DOE regulations on income eligibility.

Which contains a member who has received cash assistance payments during the preceding twelve month-period under Titles IV and XVI of the Social Security Act, Pub. L. No. 88-452, 42 U.S.C. § 2701 et seq. or applicable State or local law;"

(HUD) means-tested programs'

Describe the process for ensuring qualified aliens are eligible for weatherization benefits

Lawfully admitted aliens with permanent residence must present documentation showing they have been so classified from Immigration and Naturalization(INS). Alien status is normally verified through annotations made by INS on Forms I-94, I-151, I-551, Passport, G-641, or I-688. If the INS document does not clearly indicate the alien's eligible or ineligible status, the SAVE process must be utilized. Eligible aliens will be counted as household members.

**V.1.2 Approach to Determining Building Eligibility**

Procedures to determine that units weatherized have eligibility documentation

Prior to the weatherization of a unit, documentation shall be placed in the client file verifying that the unit is occupied by a family who has income at or below 200% of poverty level. Household income will not be verified for the Weatherization Assistance Program if the household has been certified as LIEAP eligible during the current program period. For eligibility purposes the client file must contain -

- 1) Weatherization application or supplemental form used to gather information for individuals eligible through LIEAP
- 2) ELIGIBILITY: method of eligibility determination;
- 3) Verification of ownership;
- 4) Landlord Agreement signed by property owner or agent prior to the installation of weatherization measures.

Which contains a member who has received cash assistance payments during the preceding twelve month-period under Titles IV and XVI of the Social Security Act, Pub. L. No. 88-452, 42 U.S.C. § 2701 et seq. or applicable State or local law;"

Also, (HUD) means-tested programs'

Prior to the weatherization of a unit, documentation shall be placed in the client file verifying that the unit is occupied by a family who has income at or below 200% of poverty level. Household income will not be verified for the Weatherization Assistance Program if the household has been certified as LIEAP eligible during the current program period.

Describe Reweatherization compliance

All homes weatherized with Federal funds in the last 15 years are ineligible for additional weatherization assistance. However, DOE allows weatherization funds to be used to reweatherize units which were partially weatherized with DOE funds prior to the fifteen year cutoff date. These dwelling units will receive a new energy audit which takes into account any previous energy conservation improvements to the dwelling. To ensure that homes that were weatherized within the

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last 15 years will not again receive Weatherization services, the subgrantees maintain a file tracking all the homes that have been weatherized. In addition, the inspector puts a sticker in the home during the final inspection in a location that would be seen during a future audit.

Describe what structures are eligible for weatherization

Single family site built homes, manufactured homes, owner occupied multi-unit buildings, and rental units containing commercial property. Shelters are not eligible for Weatherization.

Describe how Rental Units/Multifamily Buildings will be addressed

Rental buildings shall be treated the same as owner-occupied buildings by utilizing Weatherization Energy Audits in determining appropriate measures to be performed.

Subgrantees must receive written permission from the owner (or authorized representative) to weatherize the building. Subgrantees are required to use their agency Rental Agreement for each rental weatherization project.

A building containing rental units may be weatherized if not less than 66 percent (50 percent for a duplex and four-plex) of the units in the building are eligible units or will become eligible within 180 days under a Federal, State or local government rehabilitation program. In these large multi-family buildings, if 50% or more of the units are certified as eligible, weatherization may occur. This exception applies only to those large multi-family buildings where an investment of DOE funds would result in significant energy-efficiency improvements. The State of South Dakota will seek DOE approval prior to starting the process of weatherizing a multifamily building. The Priority Matrix will be utilized to determine if a multi-family building is eligible for Weatherization services.

DOE/HUD Multi-Family Agreement-

Program Guidance 22-5-

If the entire building is not eligible for weatherization, because there are not enough units occupied by eligible families, service to the entire building shall be deferred.

### **Owner Occupied Multi-Unit Buildings**

If all units in a multi-unit building are separately owned and occupied by individual owners, then each unit shall be treated as a separate single family building. If the entire building is not determined eligible, then work on common area measures (shared water heaters, heating systems, laundry appliances, etc.) is not allowed.

### **Landlord Contributions**

The written permission of the owner or authorized agent of a single family dwellings must be obtained before weatherization can occur. In the case of renter occupied dwellings, the goal of the Weatherization project is to assist low income tenants as much as possible without excessive or undue enhancement for the property owner. A Weatherization Assistance Program Landlord Agreement must be signed by the landlord or authorized agent and placed in the client file giving permission for the agency to work on the unit. These agreements include provisions that:

- o the landlord agrees to render 1/3 of the cost for the weatherization activities **prior to** work beginning on the home UNLESS the landlord income is less than 200%. If the landlord contribution is waived, the sub grantee will verify and document the landlord income in the client file.
- o the rent will not be increased solely due to the weatherization improvements
- o the landlord shall not evict the tenant so long as the tenant complies with the present lease agreement

South Dakota Weatherization Manual

South Dakota shall require that all landlord contributions be applied directly toward the cost of weatherizing the landlord's property.

A building containing rental units may be weatherized if not less than 66 percent of the units in the building are eligible units or will become eligible within 180 days under a Federal, State or local government rehabilitation program.

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**Landlord Agreement**

Each Grantee shall have a Landlord Agreement before weatherizing any rental units.

A Landlord Agreement, signed by the owner or the rental agent, shall be placed in rental unit client file and shall include the following:

1) The landlord and tenant give authorization to the Grantee;

to install, or have installed, weatherization materials in the dwelling;

to access the property at reasonable times to work on or inspect the dwelling;

2) The landlord agreement shall affirm;

the property is not presently being offered for sale;

rent shall not be raised for a period of two years solely due to the increased value because of the weatherization of the unit;

no undue or excessive enhancement will occur to the value of dwelling units;

to cooperate with the Grantee in connection with the rental property;

Tenants must be notified in writing of the formal complaint process. If there is a violation of the landlord agreement the tenant must first notify the Grantee for resolution. If the complaint is not resolved at the Grantee level the tenant may submit a written request for investigation to the:

Office of Energy Assistance

910 E Sioux Ave

Pierre, SD 57501

10 CFR 440.22 (b)(3)(iii)

**Rental Units Containing Commercial Property**

If a building contains a rental unit(s) and is also used for commercial purposes, only the part of the building that is occupied by an eligible person may be weatherized. Grantees may not weatherize commercial property. Where a measure will need to be installed on both the eligible unit and commercial area to be effective (i.e. framing sidewall insulation) the grantee shall charge the portion associated with the eligible unit to the program and charge the portion associated with the commercial area to the property owner. The amount charged to the property owner may not be counted toward the owner contribution if an owner contribution is required. If the property owner declines the measure or declines to pay for the portion associated with the commercial area the unit shall be deferred.

**Group Homes**

Grantees may weatherize eligible, private, not-religious, nonprofit or publicly owned long-term group homes. Group homes are facilities that provide housing for families and individuals, such as Community Based Care Facilities that provide housing for elderly and disabled persons. These are eligible when they meet the dwelling unit and separate living quarter's requirements.

South Dakota Weatherization Manual

Grantees must review the building and establish the number of dwelling units in the building. If the group home has a central kitchen used by the occupants, each living area does not qualify as separate living quarters. For the purpose of determining how many dwelling units use the guidelines under Temporary Shelters.

Group homes are not automatically eligible because they are licensed as Community Based Care Facilities.

Describe the deferral Process

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Weatherization service shall be denied when the building is not eligible or there are no weatherization measures to complete.

Applicants may appeal a denial of service utilizing the agencies appeal process

The decision to defer work in a dwelling is difficult but necessary in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Local agencies, which include crews and sub-contractors, are expected to pursue reasonable options on behalf of the dwelling owner, including referrals, and to use good judgment in dealing with difficult situations. Agencies should not defer service simply because of the presence of a hazard. Every effort should be made to identify other resources to address the identified hazards. Whenever appropriate, educational information on how to address the hazard should be shared with the occupant.

A written deferral policy must be established by the local agency. The deferral policy should outline the procedures followed when weatherization measures may not be installed in a dwelling unit. When service is deferred the owner or occupant should be given a reasonable timeframe to correct the problem.

Examples of reasonable timeframes would be thirty days for housekeeping concerns or ninety for major remodeling work. Deferral conditions may include:

- 1) Standing water, mold, friable asbestos, deteriorated lead-based paint surfaces or other hazardous materials which cannot be addressed by the weatherization work.
- 2) Evidence of infestations of rodents, insects, and/or other vermin.
- 3) Un-vented space heater(s) that may have a harmful effect on the air quality of the home.
- 4) Disabled or inoperable heating plant at the time of the initial inspection.
- 5) Unsecured pets that may prevent workers from safely completing their work.
- 6) The presence of sewage or animal feces in the home.
- 7) Improperly stored chemicals, combustible materials, or other fire hazards that present a danger to the occupants or the workers.
- 8) Maintenance or housekeeping practices that limit the access of workers to the dwelling or create an unhealthy work environment.
- 9) Major remodeling is in progress, which limits the proper completion of major weatherization measures.
- 10) HUD funded dwellings, at the time of completion, will not meet applicable HUD Lead-Based Paint standards.
- 11) Electrical or plumbing hazards that cannot be addressed as a part of weatherization services.
- 12) Threat(s) of violence or abusive behavior to worker(s) or household member(s) during the weatherization process.
- 13) The illegal presence or use of any controlled substance in the home during the weatherization process.
- 14) Occupant has known health conditions that prohibit the installation of insulation or other weatherization materials.
- 15) Occupants refusal of required ventilation to meet ASHRAE 62.2
- 16) The client is uncooperative with the weatherization agency, either in demanding that certain work be done and refusing higher priority work which is needed, or by being abusive to the work crew or subcontractor, or by being unreasonable in allowing access to the unit, every attempt should be made to explain the program and the benefits of the work. If this fails, work should be suspended and the State Weatherization Office consulted.

**Units Undergoing Remodeling:**

Units undergoing remodeling, which have untreated remodeled areas that directly affect the weatherization process, shall not be weatherized. The client's application shall remain a part of the Grantees records until recertification is necessary. Weatherization of the unit may proceed if remodeling is completed to the standards of a completed dwelling unit and the client qualifies for the program at the time of that completion.

A Deferral of Service Notification must be used to document and notify applicants of conditions that require the deferral of service. The applicant must receive a written notification within five working days of the decision to defer service. Included with the notice must be the grantee's applicant

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appeal procedures.

**V.1.3 Definition of Children**

Definition of children (below age): **19**

**V.1.4 Approach to Tribal Organizations**

Recommend tribal organization(s) be treated as local applicant?

If YES, Recommendation. If NO, Statement that assistance to low-income tribe members and other low-income persons is equal.

Low-income members of an Native American Tribe will receive benefits equivalent to the assistance provided to other low-income persons.

**V.2 Selection of Areas to Be Served**

The four agencies listed below offer weatherization services to all tribal and non-tribal homes in all 66 counties in South Dakota.

AGENCY: Interlakes Community Action Agency, P.O. Box 268, Madison, S.D.

Counties Served: Brookings, Clark, Codington, Deuel, Grant, Hamlin, Kingsbury, Lake, McCook, Minnehaha, Miner, Moody.

AGENCY: Northeast SD Community Action Agency, 104 Ash St E., Sisseton, SD

Counties Served: Beadle, Brown, Campbell, Day, Edmunds, Faulk, Hand, Hughes, Hyde, Marshall, McPherson, Potter, Roberts, Spink, Stanley, Sully, Walworth.

AGENCY: Rural Office of Community Services, P.O. Box 547, Wagner, SD

Counties Served: Aurora, Buffalo, Bon Homme, Brule, Charles Mix, Clay, Davison, Douglas, Gregory, Hanson, Hutchinson, Jerauld, Jones, Lincoln, Lyman, Mellette, Sanborn, Todd, Tripp, Turner, Union, Yankton.

AGENCY: Western SD Community Action Program, 1844 Lombardy Dr., Rapid City, SD

Counties Served: Bennett, Butte, Corson, Custer, Dewey, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Pennington, Perkins, Shannon, Ziebach.

**V.3 Priorities**

Priority shall be given to identifying and providing weatherization assistance to households receiving low-income energy assistance.

Priority shall be given to the following households;

- Households with elderly persons 60 or older,
- Households with disabled persons,
- Families with children not exceeding age 19.

Once a home has been determined a priority household, the subgrantees will utilize the Priority Matrix to assist in determining the order in which households will receive Weatherization assistance.

Breakdown of how the priority households will be determined is attached as Priority Matrix.pdf

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For multi-family units, all occupied dwelling units within the building will have a priority score determined. Those individual scores are added up, then divided by the total number of dwelling units in the building.

Our priority system currently does not consider high energy user or high energy burden.

**V.4 Climatic Conditions**

Weather bureau statistics show that most portions of South Dakota have average wind speeds of 15 miles per hour and experience wind speeds of 25 miles per hour at least thirty percent of the time throughout the year. In populated areas, heating degree days range from less than 6,300 to over 8,500. Elevations in these area's range from less than 1,200 to over 5,200 feet.

Attached is a map (South Dakota Heating Degree Days Map.png) that assigns a region to each county based on heating degree data. We also currently utilize WA 8.9 for our Energy Audits and the weather file in this software has four SD locations that are taken into consideration when using the software.

**V.5 Type of Weatherization Work to Be Done**

**V.5.1 Technical Guides and Materials**

South Dakota Weatherization Materials-  
South Dakota Weatherization Field Guide - <https://acrobat.adobe.com/link/review?uri=urn%3Aaaid%3Ausc%3AUS%3Aef41c425-696d-4a23-96d2-23a44527847b>

also attached as SD Wx Field Guide.pdf

South Dakota contracted with Saturn Resource Management to update the South Dakota Weatherization Field Guide to include the Department of Energy Standard Work Specifications.

All Weatherization work completed must meet or exceed all local and state building codes. The following activities fall within the scope of this program and shall be considered for Weatherization. Energy conservation measures must prove cost effective, showing an SIR of 1.0 or greater, by NEAT/MHEA/TREAT energy audits before measures can be installed. All materials used will conform to 10 CFR 440, Appendix A.

Field guide types approval dates

Single-Family: 8/15/2022
Manufactured Housing: 8/15/2022
Multi-Family:

**V.5.2 Energy Audit Procedures**

Audit Procedures and Dates Most Recently Approved by DOE

Audit Procedure: Single-Family
Audit Name: NEAT
Approval Date: 10/26/2020

Audit Procedure: Manufactured Housing
Audit Name: MHEA
Approval Date: 10/26/2020

Audit Procedure: Multi-Family
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Audit Name:  
Approval Date:

Comments

NEAT/MHEA audits are residential and manufactured energy audits developed and /or tailored by Oak Ridge National Laboratories (ORNL) for the U.S. Department of Energy for use in the Weatherization Assistance Program. The NEAT/MHEA Audits as approved by the Department of Social Services and DOE shall be used by all South Dakota agencies in determining the correct priority of weatherization improvements for each dwelling unit. Each audit analysis will remain in the client file. Prices paid for materials and labor is to be updated annually or when a significant change in a factor occurs. The NEAT/MHEA Audits are approved waiver audits which when used, allows local Weatherization agencies to vary from the 40% minimum materials requirement for each home the audit is applied to. The NEAT or MHEA audit is required on all homes/modular homes completed and thus the 40% materials minimum will not apply.

In carrying out Weatherization projects, first priority is given to stopping infiltration by repairing broken windows, patching roofs and walls, caulking cracks and joints and weather-stripping doors and windows; a second priority is given to installing a balanced combination of cost effective energy conserving home improvements including insulation of attics, floors, walls, foundations, water heaters and exposed heating ducts, furnace replacements, etc. The Weatherization activities will be based upon NEAT/MHEA calculations and is limited to approved weatherization measures with a savings to investment ratio (SIR) of 1.0 or greater. Weatherization Measures shall not be implemented where the SIR of that measure is lower than 1.0.

All energy improvements must have a "stand alone" SIR of at least 1.0. Landlord contributions cannot be applied to a measure which will reduce the overall cost and increase the measures SIR thus making the measure cost effective.

Multi-family unit completions make up less than 20% of all Weatherized homes in South Dakota. Subgrantee's must submit a written request to the Grantee to seek approval to Weatherize a multifamily unit. South Dakota will then seek DOE approval prior to any work being completed.

**V.5.3 Final Inspection**

Each local Weatherization agency shall establish internal control systems to ensure that no dwelling unit will be reported to the state as complete until the local agency has performed a final inspection and certified that all work has been completed in a professional manner in accordance with approved priority procedures by a certified Quality Control Inspector. Prior to submitting a unit to the State office as a completion, the unit will be inspected by a sub-grantee QCI that did not perform the installation of measures. The QCI inspection sheet signed by the individual performing the final inspection and by the occupant of the unit must be placed in the client file. This inspection sheet must contain information stating that all measures have been properly installed and all the weatherization work has been completed in a professional manner and in accordance with 10 CFR 440.21(b).

Each subgrantee will provide proof documentation to the State showing individuals that are a certified QCI.

Due to limited funding, South Dakota will be utilizing the DOE prescribed QCI option of Independent Auditor/QCI. This has been the process for years in South Dakota and the grantee reviews the State Monitor QCI findings to ensure agencies are meeting standards.

All QCI inspections must meet all the standards set forth in the South Dakota Weatherization Field Guide. Failure to adequately inspect homes utilizing the field guide and the QCI Technical Inspection form will result in follow-up work to ensure all work was completed as outlined in the field guide, and continued failure to adequately inspect homes would lead to further disciplinary actions determined by each subgrantee.

**V.6 Weatherization Analysis of Effectiveness**

South Dakota receives a monthly data file from each subgrantee which is imported into South Dakota's Weatherization Database that is used to track number of homes weatherized, number of people assisted, type of home weatherized, and basic demographics of the household members. This allows South Dakota to ensure

production goals are being met by the Subgrantee and homes are being Weatherized in accordance with the State Plan.

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South Dakota also conducts technical monitoring on no less than 10% of the homes Weatherized. To go along with the Technical Monitoring, South Dakota recently developed a Technical Monitoring Database that will be used to track findings within homes and give feedback to the agency that was monitored. South Dakota, with assistance from the subgrantee's has categorized findings based on 11 categories-

- a) Windows
- b) Doors
- c) Ventilation
- d) HVAC (Furnace)
- e) Water Heaters
- f) Base Load Measures
- g) Health & Safety
- h) Client Education
- i) Infiltration
- j) Insulation
- k) Client File

Using these categories, South Dakota will better be able to target areas where further training is needed. Also, the State or Federal rule that the finding is based on is cited and included in the report to assist the subgrantee in locating the specific rule that lead to the finding.

The State of South Dakota is also utilizing data from the Weatherization Assistant Database created by Oakridge Laboratories. Weatherized homes are posted to an FTP site by the subgrantee's and the State then imports these homes into their own database. This data is then exported and analyzed to view the average cost savings of the program.

These Databases are used together to determine the effectiveness of the program overall and help determine where further training may be required to assist in continuous quality improvement.

#### V.7 Health and Safety

See Attached H&S Plan.

H&S funds are budgeted separately from Program Operations and any projected unused H&S funds will be converted to Program Operations.

**U.S. Department of Energy**  
Weatherization Assistance Program (WAP)  
STATE PLAN / MASTER FILE WORKSHEET  
**Grant Number: EE0009931, State: SD, Program Year: 2024**  
**Recipient: STATE OF SOUTH DAKOTA**

**V.8 Program Management**

**V.8.1 Overview and Organization**

Title IV of the Energy Conservation and Production Act, as amended Pub. L. 94-385, authorizes the Department of Energy to establish a program to weatherize the homes of low-income individuals, particularly those who are elderly or disabled or have children and those who receive low income energy assistance.

The South Dakota Weatherization Program is one of the programs operated by the Office of Energy Assistance. This office is a division of the State Department of Social Services (see attached organizational charts.)

The South Dakota Department of Social Services has been allocated funds by the Department of Energy to implement a weatherization assistance program to increase the energy efficiency of dwellings owned or occupied by low-income individuals. The goals of this program are to reduce their total residential energy expenditures, and to improve their health and safety. Priority will be given to those low income individuals who are particularly vulnerable, such as elderly, the disabled, and families with children. These goals will be accomplished through client education efforts and by installing cost effective measures such as, insulation, base-load lighting and refrigerators, storm windows, caulking and weather stripping, and making repairs to or replacing inefficient heating systems.

South Dakota will sub grant Department of Energy Weatherization Assistance Program funds to four community action agencies. These organizations are currently administering effective weatherization programs and are meeting production goals. They have been selected on the basis of quality of work, achievement of current goals, qualified and experienced staff and ability to secure volunteers as well as the past achievements in working with low-income individuals. The four agencies are:

Interlakes Community Action Program  
Northeast South Dakota Community Action Program, dba Grow SD  
Rural Office of Community Services  
Western South Dakota Community Action Program

All four agencies have administered weatherization assistance programs since the program was part of CSA. The agencies have employed individuals under CETA, JTPA, Green Thumb and Work Release programs. The agencies are experienced in working with community service volunteers, hired labor and contracted labor.

The increased use of subcontracted labor and the decline in the use of volunteers has provided greater cost-effective programs. The community action agencies were established under Title II of the Economic Opportunity Act of 1964.

**V.8.2 Administrative Expenditure Limits**

Not more than 15 percent of the grant will be used for administrative purposes.

**V.8.3 Monitoring Activities**

The South Dakota Department of Social Services is dedicated to continuous quality improvement, program integrity, accountability and technical proficiency to assure program consistency and compliance.

The Department of Social Services will perform annual evaluations of the subgrantees implementation of policies, procedures, documentation, training, certifications and oversight and poor performance will be communicated to the agencies and it will be expected to be corrected promptly. Other participants in the weatherization program, such as installation contractors and affected households, will be included in the subgrantee evaluation process. DSS will create open communication systems to identify quickly any challenges and immediately remedy the issues.

All weatherization work must comply with national, state and local codes. South Dakota monitors sub grantee staff qualifications by requiring sub grantees to report all staff training and certifications. South Dakota currently has four certified Quality Control Inspectors (at least one at each agency) that will inspect 100% of the completed units prior to submission to DOE. They should have knowledge included but not limited to training in inspection skills, construction, installation practices, principles of heat loss, blower doors and whole-house diagnostic technology. The Quality Control Inspection is usually the individual that conducts the Energy Audit on the home, but will not be part of the measure installation process.

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South Dakota is currently going through the Request for Proposal process to conduct technical monitoring of 24 homes (16.3% of the estimated total of homes completed for 2024-2025). CHP will evaluate the workmanship and techniques used by weatherization crews, focusing on compliance with weatherization guidelines, priorities and the quality of work.

The units that will be monitored by the contractor(s) will be selected randomly by the State Weatherization staff. Each of the selected units will be evaluated to ensure:

- 1) File review sign-off
- 2) Priority Documentation/justification
- 3) Weatherization application or supplemental form used to gather information for individuals eligible through LIEAP
- 4) ELIGIBILITY: method of eligibility determination;
- 5) Verification of ownership or rental agreement;
- 6) Landlord Agreement signed by property owner or agent prior to the installation of weatherization measures;
- 7) Indoor Air Quality questionnaire
- 8) NEAT, MHEA, TREAT Audit Input and Output Reports;
- 9) Work orders which include:
  1. A field audit form and auditors notes,
  2. A measures list and total measures cost,
  3. Final inspection form, signed by the client,
  4. Justification for Measures not completed, and
  5. Documentation related to non-DOE/LIEAP weatherization work on the unit;
- 10) For multifamily dwelling unit, cross-references to the other weatherized units in the building;
- 11) Health and Safety Inspection Checklist;
- 12) Pre September 1978 housing-Documentation that the EPA Lead Booklet has been given to the owner and occupant.
- 13) Renovation Recordkeeping and pictures including warning sign
- 14) Mold Notification Form if applicable, Ventilation in Your Home, if applicable
- 15) A completed Heating System Checklist;
- 16) Building Diagnostics documentation and Combustion Safety Test results;
- 17) Pre and Post Blower Door Tests results;
- 18) Follow-up forms if applicable,
- 19) Documentation of any waivers or approvals pertaining to the job or building;
- 20) Client Satisfaction form;
- 21) Approved, deferred or denied units, include a copy of the notification provided the household or attach a copy to the application if no client file exists;
- 22) Photographs are required on all jobs and shall include at a minimum the following:
  1. The frontal view of the unit exterior
  2. Leaky water heater before replacement
  3. Photo documentation of Lead-Safe work practices

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4. Doors and windows (if infiltration problem exists).

23) Historic Preservation documents

24) Insulation certificate

State Weatherization staff will receive technical monitoring reports from CHP and will use the reports to monitor the performance of the selected contractor(s). If there are concerns about the selected contractor's performance, State Weatherization staff will accompany the selected contractor to an onsite visit. The contract will include a clause that will allow the State to terminate the contract for noncompliance with contract requirements or unacceptable performance. If there are concerns about the Community Action Agency performance, State Weatherization staff will accompany the selected contractor on a follow up visit. Copies of the inspection sheets and a summary of the findings will be sent to the sub grantee no later than thirty (30) days following the onsite visit. A Weatherization Monitoring Report that contains additional work known as follow-ups may result in:

1) Disallowed costs

2) Increased inspection/monitoring rate

3) Additional required training for the sub grantee or specified staff of the sub grantee

State Weatherization staff will conduct a minimum of one monitoring visit of each sub grantee during the program year to evaluate program management in the areas of:

1) Planning

2) Organization

3) Fiscal management –

1. Each sub grantee is required to have an annual independent financial audit.

2. SD Office of Provider Reimbursements and Audits conducts a comprehensive financial audit of each sub grantee to ensure compliance with 2 CFR 200 Financial Assistance Rules.

4) Program outreach

5) Purchasing practices

6) Implementation of corrective action

7) Weatherization files

8) Inventory control

9) Health and safety compliance

10) Client eligibility

11) Payroll

12) Vehicle and equipment

13) work orders

14) ASHRAE

A summary of the program monitoring, including corrective action requirements, will be sent to the Executive Director of the agency within thirty days of the visit. A Weatherization Monitoring Report that contains follow-ups may result in:

1) Disallowed costs

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2) Increased inspection/monitoring rate additional required training for the sub grantee or specified staff of the sub grantee.

The annual program monitoring resulted in no findings.

Subgrantees will keep all documentation related to the use of WRF funds (photo, work orders, etc..) in client file.. This information will be sent to the State upon completion of the home.

**V.8.4 Training and Technical Assistance Approach and Activities**

See attached T&TA Plan.

Percent of overall trainings

Comprehensive Trainings:

Specific Trainings:

Breakdown of T&TA training budget

Percent of budget allocated to Auditor/QCI trainings:

Percent of budget allocated to Crew/Installer trainings:

Percent of budget allocated to Management/Financial trainings:

**V.9 Energy Crisis and Disaster Plan**

South Dakota is not electing to pursue energy crisis plan at this time.

# Weatherization Grantee Health and Safety (H&S) Plan- *Optional Template*

Grantee Name

## 1.0 – GENERAL INFORMATION

Additional information that does not fit neatly in one of the other sections of this document.

Enter Additional H&S Information Here

## 2.0 – BUDGETING

Grantees are encouraged to budget H&S costs as a separate category and, thereby, exclude such costs from the Average Cost Per Unit (ACPU) cost limitation. This separate category also allows these costs to be isolated from energy efficiency costs in program evaluations. H&S costs that are budgeted and reported under the Program Operations category rather than the H&S category, the related H&S costs must be included in the calculation of the ACPU and cost-justified through the Grantee's Department of Energy (DOE)-approved energy audit tool.

Select which option used below.

Separate H&S Budget

Contained in Program Operations

## 3.0 – H&S EXPENDITURE LIMITS

Pursuant to [10 CFR 440.16\(h\)](#), Grantees must establish H&S expenditure limits for their Program and provide justification for those limits by explaining the basis and related historical H&S expenditures. DOE acknowledges that it may be necessary for Grantees to deviate from historical expenditures when certain circumstances arise (e.g., funding source changes).

[10 CFR 440.16\(h\)\(2\)](#) dictates that these limits must be expressed as a percentage of the ACPU. To calculate this percentage, use the following formula:

$$\text{Total Average H\&S Cost per Unit} = \frac{\text{H\&S budget amount}}{\text{Program Operations budget amount}}$$

For example, if the ACPU is \$5,000 and a Grantee's Program expends an average of \$750 per dwelling on energy-related H&S measures, the Total Average H&S Cost per Unit would equal 15 percent. DOE acknowledges that this percentage may vary significantly between Grantees due to different geographical areas and depending upon the availability of other funding sources, resource availability, etc. Low percentages should include a statement of what other funding supports H&S costs, while larger percentages will require greater justification and relevant historical support.

15 percent is not a maximum limit on H&S expenditures. DOE will conduct a secondary level of review on H&S Plans with a Grantee request of more than 15 percent of Program Operations used for H&S purposes. **DOE strongly encourages using the table below in developing justification for the requested H&S budget amount.** In accordance with [10 CFR 440.18\(d\)\(15\)](#), these funds are to be expended by the Program in direct weatherization activities, "of which is necessary before, or because of, installation of weatherization materials." This same section of the regulation excludes the H&S costs from the ACPU limitation if H&S costs are budgeted separately.

DOE recommends reviewing recent budget requests and compare those to actual H&S expenditures to see if previous budget estimates have been accurate. The resulting Total Average H&S Cost per Unit multiplied by the Grantee's production estimate in the Annual File should correlate to the H&S budget amount listed in the Grantee's annual plan.

### H&S expenditure limits and justification explaining the basis for setting the limits.

Describe H&S Expenditure Limits and Justification Here

Utilizing the spreadsheet embedded below, provide a full list of H&S measures using historical data from your program, including average cost, and frequency rate. If installing more than a single instance of one measure in a unit (e.g. multiple CO alarms), Grantees may aggregate costs so that frequency does not exceed 100%, or enter a justification into the measure column, which explains why that measure has a frequency rate of over 100%. The spreadsheet will auto calculate your expected Total Average H&S Cost per Unit.

Instructions: Double-click icon directly below to open, view and edit Measure Matrix Spreadsheet. Complete the spreadsheet by entering the required information. To save, close the spreadsheet and it will save to this document.



Measure Matrix  
Final.xlsx

## 4.0 – INCIDENTAL REPAIR MEASURES

Any measures that could potentially be identified as H&S, but the Grantee chooses to instead identify and treat those measures as incidental repair measures (IRMs), must be implemented consistently throughout the Grantee's weatherization program. The measure must fit the regulatory definition of an IRM and be cost justified along with the associated energy conservation measure and/or package of measures. [10 CFR 440.3](#) defines Incidental Repairs as, "those repairs necessary for the effective performance or preservation of weatherization materials."

### H&S measures identified and treated as IRMs within your Program.

No IRM's will be assigned as H&S.

## 5.0 – OCCUPANT PRE-EXISTING OR POTENTIAL HEALTH CONDITIONS AND HAZARD IDENTIFICATION AND NOTIFICATION FORM(S)

Grantees must develop a written policy that includes, at a minimum, the following documentation relating to H&S Plan implementation and maintain signed copies in each client file. Each notification must include the occupant(s) (and landlord if applicable) name and address, be signed and dated by the occupant (and landlord if applicable) indicating that they understand and have been informed of their rights and options and signed by the Subgrantee personnel collecting the information.

Required topics are:

- **Occupant Pre-existing or Potential Health Condition Screening**
  - Provides documentation that allows occupant(s) to self-report known or suspected health concerns as part of initial application for weatherization, during the energy audit, or other part of the weatherization process as specified. Must minimally contain the following:
    - Any known risks associated with the measures and materials being installed
    - Subgrantee point of contact information for occupant(s)
    - Date of screening



▪ **Hazard Identification Notification**

- Provides documentation that the occupant and landlord (if applicable), have been informed of any potential hazards identified during the energy audit or intake process. Must minimally contain the following:
  - Date(s) of the energy audit/assessment and when the occupant(s) (and landlord, if applicable) was informed of a potential H&S issue
  - A clear description of the problem, including any testing results
  - A statement indicating if, or when weatherization could continue

**Radon Informed Consent Form**

- Provides documentation that the occupant(s) (and landlord if applicable) have been informed of any potential hazards associated with radon in weatherized dwellings. The form must minimally contain the following:
  - An explanation on the potential small risk of increasing radon levels when building tightness is improved. This is based on the results of the [Buildings Assessment of Radon Reduction Interventions with Energy retrofits Expansion Study \(The BEX Study\)](#)
  - A list of precautionary measures WAP will install based on [EPA Healthy Indoor Environment Protocols](#).
  - Some of the benefits of Weatherization including energy savings, energy cost savings, improved home comfort, and increased safety.

**Procedure for soliciting occupants’ health and safety concerns related to components of their homes**

Eligible households are asked to complete the attached form prior to the audit taking place.

**Procedure for determining whether occupants suffer from health conditions which may be negatively impacted by the act of weatherizing their dwelling**

Assess responses from the Indoor Air Quality Questionnaire and the auditor completes the Health and Safety Assessment during the energy audit.

**Procedure for addressing potential health concerns including pre-existing health conditions when they are identified**

Assess responses from the Indoor Air Quality Questionnaire and the auditor completes the Health and Safety Assessment during the energy audit.

**Location where forms have been uploaded/submitted**

Separate attachment to SF424

Separate attachment to H&S Plan

## 6.0 – HEALTH AND SAFETY CATEGORIES

*For each of the following H&S categories identified by DOE in the following tables, follow the directions below.*

- Any section that is “Required” below must be explicitly detailed in the H&S Plan regardless of funding source used. If the Grantee checks the box for “Concurrence with DOE Guidance” the contents of the box may be left as it exists or reference the section/location within Grantee Policy and Procedure manual that contains language or insert Grantee specific language. If the “Alternative Guidance” box is checked, the Grantee must provide that alternative guidance in the box.
  - If a Grantee is proposing an alternative action/allowability for a “Required” item, the alternative requires comprehensive explanation of how it meets the intent of the DOE program notice.
  - If a “Required” item/category will not be addressed with any funding source and will always result in deferral, the H&S Plan must state that.
- Any section that is “Allowable” below must be detailed only if DOE WAP funds are used to implement the measures. If the Grantee uses DOE funds for any “Allowable” activities from the Table of Issues then they must be described here in detail, including defining “minor”, “major”, “limited”, “case-by-case”, and “at-risk” if the term is applied. If you only check the box “Allowed with Alternative Funds” then no additional information is required.
- Any section that is “Prohibited” below may not be addressed with DOE WAP H&S funds and does not need to be specifically addressed in the H&S Plan. The Grantee simply needs to check the “Concur with DOE guidance” box and indicate if the condition will result in deferral/referral.
- The Grantee H&S Plan may address additional H&S hazards specific to their program that are not included in the Table of Issues. If a Grantee chooses to include additional measures as DOE WAP funded H&S costs, the H&S Plan must include details pertaining to the measures allowed, testing required, and client education for these specific hazards.
- All required “Testing/Inspection” related items must be documented in the client file to verify completion and results.

## 6.1 – Air-Conditioning, Heating Systems, and Combustion Appliances

### Required Actions

Concur with DOE Guidance

Alternative Guidance

Results in Deferral/Referral

DOE WAP H&S Funds

Alternative Funds

- Replace, repair, or install primary heating/air conditioning systems when existing primary heating systems are unsafe, inoperable, or nonexistent. No home may be left without a safe primary heating system after weatherization where climate conditions require heating (i.e., all climate zones except zone 1 as defined by ASHRAE). If unable to meet this requirement, deferral is required.
- No DOE-funded weatherization work is permitted if the completed dwelling unit will be heated with an unvented combustion space heater as the primary heat source. The primary heat source must be replaced with a vented unit prior to or by weatherization. The replacement unit must be sized to heat the entire dwelling unit.
- Unsafe secondary units, including space heaters, must be repaired, or removed and disposed of, or deferral is required. Secondary unvented space heaters are considered unsafe if they:
  - o are not listed and labeled as meeting ANSI Z21.11.2;
  - o have an input rating of more than 40,000 BTU/hour;
  - o are in a bedroom and have an input rating of more than 10,000 BTU/hour;
  - o are in a bathroom and have an input rating of more than 6,000 BTU/hour;
  - o are operating in an unsafe manner (e.g., high carbon monoxide (CO) readings, too close to combustible materials, lack sufficient combustion air volume);
  - o or are not permitted by the Authority Having Jurisdiction (AHJ).
- DOE WAP Grantees must comply with the Manufactured Home Construction and Safety Standards which mandates that:
  - o All fuel-burning appliances in manufactured homes except: ranges, ovens, illuminating appliances, clothes dryers, solid fuel-burning fireplaces and solid fuel-burning stoves, must be installed to provide for the complete separation of the combustion system from the interior atmosphere of the manufactured home (i.e., to draw their combustion air from outside), and be vented to outside the dwelling.
  - o All appliances installed by or left in place after weatherization in manufactured homes must meet these standards, including secondary heating sources. If an occupant will not allow the removal of an unsafe combustion appliance from the home, deferral is required.
  - o Repair or replace combustion gas venting to ensure proper combustion gas venting to outside the dwelling for all combustion appliances, including but not limited to gas dryers and refrigerators, furnaces, vented space heaters, and water heaters.
- If weatherization installs an appliance that is vented into a masonry chimney, the chimney must be lined in compliance with the International Fuel Gas Code (IFGC) or local AHJ if more stringent.
- Install adequate combustion air for all combustion appliances left after weatherization.
- If permits are required for heating/cooling system work, they must be secured and are a program operation cost if the installation is an ECM or may be included in the H&S cost if installed as a H&S measure.
- If unsafe conditions relating to existing combustion appliances require remediation to safely perform weatherization and cannot be remedied by repair or tuning, replacement is an allowable H&S measure unless prevented by other guidance herein.
- Documentation justifying the replacement with a cost comparison between replacement and repair must be maintained in the client file.

<b>Allowable Actions</b>	
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
<p>When a space conditioning system does not qualify as an ECM, the following conditions must be met before the unit can be replaced or repaired with Health and Safety funds:</p> <ul style="list-style-type: none"> <li>• “Red tagged,” inoperable, or nonexistent primary heating system may be replaced, repaired, or installed consistent with this guidance.</li> <li>• Use proper sizing protocols (Heatloss calculation in SDWAWeb Software which is based on Manual J.) based on post-weatherization housing characteristics, including installed mechanical ventilation, when installing or replacing a heating appliance.</li> <li>• Unsafe primary units must be repaired or replaced, or deferral is required.</li> <li>• See Hazardous Materials Disposal section for more information.</li> <li>• There must be an identified and documented imminent H&amp;S hazard (e.g. cracked heat exchanger) that necessitates the system replacement.</li> <li>• At-risk households, which are households that contain at least one individual that is, over age 60, under age 19, pregnant, disabled, or have a valid Doctors note stating they require air conditioning may have their Air Conditioning unit tuned, repaired or replaced.</li> </ul>	
<b>Prohibited Actions</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	
Using DOE WAP H&S funds for replacement or installation of secondary heat sources is prohibited.	
<b>Required Testing/Inspection</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Verify that primary heating systems are present, operable, and performing correctly.</li> <li>• Conduct combustion appliance testing and visual inspection of all combustion appliances and their related venting.</li> <li>• Depressurization and spillage testing is required for all Category 1 appliances pre- and post-weatherization and before leaving the home on any day when work has been done that could affect draft (e.g., air or duct sealing, adding exhaust ventilation).</li> <li>• CO testing is required for all combustion appliances, regardless of venting type.</li> <li>• Verify proper clearances for all combustion venting types</li> <li>• Visually inspect the entirety of solid fuel-fired appliance installations (e.g., wood stoves, coal stoves, pellet stoves, fireplaces) including the venting system to ensure it adheres to the applicable code or local authority having jurisdiction. Appliances must be inspected pre- and post-weatherization.</li> <li>• Conduct pre- and post- weatherization worst case CAZ depressurization testing in spaces having a fireplace or woodstove. Since there is no consensus method for verifying safe operation of fireplaces and woodstoves, Grantees can propose testing policies and limits. If the Grantee does not propose a policy and fireplaces or woodstoves are left operational, the vent must meet national or local codes, or the home cannot be weatherized.</li> <li>• Safety inspections related to space heaters, fireplaces, and woodstoves must include, but not be limited to, verification of adequate floor protection, and code-compliant clearances to walls and other combustible materials.</li> </ul>	
<b>Grantee Combustion Testing Action Levels</b>	
<b>South Dakota follows the BPI 1200 Combustion Safety Standard</b>	
<b>Grantee Woodstove &amp; Fireplace inspection/testing policy including actions/limits</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Fireplace or woodstove venting that is left operational after weatherization must meet current local or national standards or the home must be deferred.	
<b>Required Occupant Education</b>	

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Appropriate use and maintenance of units.</li> <li>• Provide all paperwork and manuals for any equipment installed by weatherization.</li> <li>• Discuss and provide information on proper disposal of bulk fuel tanks when not removed as part of the weatherization work.</li> <li>• Where combustion equipment is present, provide combustion safety and hazards information including how to recognize depressurization, dangers of CO poisoning, and fire risks associated with combustion appliance use.</li> </ul>	

## 6.2 – Asbestos (Confirmed and/or Presumed Asbestos Containing Material)

Required Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• When suspected friable Asbestos Containing Materials (ACM) are present, including vermiculite, assume they contain asbestos and take precautionary measures to prevent disturbing it during the audit and work unless testing determines otherwise.</li> <li>• Grantees must have written policy included in their H&amp;S plan for: <ul style="list-style-type: none"> <li>○ Identifying and managing suspected ACM that provides for reasonable and necessary precautions to prevent asbestos contamination in the home.</li> <li>○ Addressing blower door testing where suspected friable ACM is present (as defined by EPA), including vermiculite.</li> </ul> </li> </ul>		
Grantee ACM policy		
<p>Take all reasonable and necessary precautions to prevent asbestos contamination in the home.</p> <ul style="list-style-type: none"> <li>• The existence of asbestos siding that is in good condition does not prevent installing dense-pack insulation from the exterior.</li> <li>• Siding may be removed and reinstalled in order to perform the ECM, and the associated costs may be charged as part of the ECM.</li> <li>• General abatement of asbestos siding or replacement with new siding is not an allowable H&amp;S cost. Testing</li> <li>• Visually inspect exterior wall surface and subsurface, floors, walls, and ceilings for suspected ACM prior to drilling or cutting.</li> <li>• When vermiculite is present, assume it contains asbestos unless testing determines otherwise.</li> <li>• Do not perform a blower door test if it will disturb the vermiculite.</li> <li>• Use proper respiratory protection while in areas containing vermiculite.</li> <li>• Encapsulation by an appropriately trained asbestos control professional is allowed. WPN 22-7</li> <li>• Removal is not allowed.</li> <li>• When deferral is necessary due to asbestos, occupant must provide documentation that a certified professional performed the remediation before work continues.</li> </ul>		
Grantee Blower Door Testing Policy When Suspected ACM Exists		
<p>A blower-door depressurization test in a building where friable asbestos or vermiculite are present is not allowed. Unless the suspect material has tested negative for asbestos, do a blower-door pressurization test instead to avoid sucking asbestos fibers into the building.</p> <p>Contract with certified asbestos testers and abatement specialists to mitigate asbestos problems before or during weatherization, if necessary. Mitigate friable asbestos before doing a blower door test.</p>		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Testing, encapsulation, or removal are allowed.		
Prohibited Actions		

Concur with DOE Guidance <input checked="" type="checkbox"/>		
Using DOE WAP H&S funds for general abatement/removal/or replacement of asbestos siding, thermal system insulation (TSI) or Transite, or vermiculite is prohibited.		
<b>Required Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Visually inspect all surfaces (i.e., walls, floors, ceilings, roofs) for suspected ACM prior to drilling or cutting.</li> <li>• Assume asbestos is present in suspect materials unless testing reveals otherwise.</li> </ul>		
<b>Allowable Testing/Inspection</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Visually inspect exterior wall surface and subsurface, floors, walls, and ceilings for suspected ACM prior to drilling or cutting.</li> <li>• Asbestos Hazard Emergency Response Act of 1986 (AHERA) sample collection and testing must be conducted by a certified tester.</li> </ul>		
<b>Required Occupant Education</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Formally notify the occupant, and landlord if applicable, in writing: <ul style="list-style-type: none"> <li>○ of suspected ACMs that are present and what precautions will be taken to ensure the occupants' and workers' safety during weatherization;</li> <li>○ of results if testing was performed;</li> <li>○ not to disturb suspected ACM;</li> <li>○ When deferral is necessary due to asbestos, occupant, or landlord if applicable, must provide documentation that a certified professional performed the remediation before work continues.</li> </ul> </li> </ul>		

<b>6.3 – Biologicals and Unsanitary Conditions</b>		
<b>Required Actions</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Deferral where conditions (odors, bacteria, raw sewage, rotting wood, etc.) in the home pose a health risk to occupants and/or weatherization workers or may be worsened by weatherization activities (e.g., air sealing) and will not be resolved by weatherization.		
<b>Allowed Actions</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Remediation of conditions that may lead to or promote biological concerns and unsanitary conditions is allowed.</li> <li>• Addressing bacteria and viruses is not an allowable cost.</li> <li>• Deferral may be necessary in cases where conditions in the home pose a health risk to occupants and/or weatherization workers.</li> <li>• See Mold and Moisture section for more information.</li> </ul>		
<b>Required Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Sensory inspection of interior, exterior, attics, and subspaces of the dwelling.		
<b>Prohibited Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
DOE WAP H&S funds may not be used for testing of materials for biological contaminants.		

Required Occupant Education	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Inform occupant in writing of observed biological and unsanitary conditions.	

### 6.4 – Building Structure and Roofing (e.g., roofing, wall, foundation)

Allowable Actions	
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>

If DOE WAP H&S Funds are used for any “allowable” actions, detail them here.

#### Prohibited Actions

Concur with DOE Guidance <input checked="" type="checkbox"/>
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Using DOE WAP H&S funds for *major* repairs as defined by Grantee’s H&S Plan.  
Using DOE WAP H&S funds for building rehabilitation is prohibited

#### Define “major” repairs

A repair necessary for the effective performance or preservation of newly installed weatherization materials, but not part of a standard installation. IRM installations must be associated with a specific ECM or group of ECMs. IRMs must be justified by written and photo documentation in the client file. IRM costs must be included the SIR calculation of the total package of weatherization measures. If the cost goes above the average H&S of \$1,226 the subgrantee must seek State approval prior to proceeding.

#### Required Testing/Inspection

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	

Visual inspection of building structure and roofing for damages that compromise building durability and to verify that portions of the home where weatherization will occur are safe for entry and performance of assessments, work, and inspections.

#### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
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If DOE WAP H&S Funds are used for any “allowable” testing, detail them here.

#### Prohibited Testing/Inspection

Concur with DOE Guidance <input checked="" type="checkbox"/>
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Using DOE WAP H&S funds for any testing/evaluation of structural materials by a third-party is prohibited.

#### Required Occupant Education

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Notify occupant in writing of structurally compromised areas.	

### 6.5 – Code Compliance

Allowable Actions	
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>

If DOE WAP H&S Funds are used for any “allowable” actions, detail them here.

#### Prohibited Actions

Concur with DOE Guidance <input type="checkbox"/>
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- Using DOE WAP H&S funds for correction of preexisting code compliance issues not directly related to the installation of specific weatherization measures in the home is prohibited.
- Using DOE WAP funds for work on condemned properties and properties where H&S conditions exist that cannot be corrected under this guidance is prohibited

#### Required Testing/Inspection

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Visual inspection.		
<b>Allowable Testing/Inspection</b>		
Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
If DOE WAP H&S Funds are used for any “allowable” testing, detail them here.		
<b>Required Occupant Education</b>		
Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	
Inform occupant in writing of observed code compliance issues when it results in a deferral.		

6.6 – Electrical		
Required Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Provide sufficient over-current protection and damming prior to insulating building components containing knob and tube wiring, as required by the AHJ.		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Minor electrical repairs (not exceeding \$500) must be tied to a measure being done during the weatherization or to protect the health and safety of the occupants or crews.</li> </ul> If the cost goes above the average H&S of \$1,266.31 the subgrantee must seek State approval prior to proceeding.		
Prohibited Actions		
Concur with DOE Guidance <input type="checkbox"/>		
Using DOE WAP H&S funds for <i>major</i> electrical repairs as defined by the Grantee’s H&S plan is prohibited		
Define “major” repairs		
The cost must not go above the H&S average per home without state approval.		
Required Testing/Inspection		
Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Visual inspection for presence and condition of knob-and-tube wiring.</li> <li>• Evaluate knob-and-tube wiring for safety prior to work.</li> <li>• Check for alterations that may create an electrical hazard.</li> </ul>		
Allowable Testing/Inspection		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
• Voltage drop and voltage detection testing are allowed.		
Required Occupant Education		
Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Provide occupant with written documentation of any electrical hazards identified that will not be addressed by weatherization</li> <li>• Provide information to occupant on over-current protection, overloading circuits, and basic electrical safety/risks if conditions warrant.</li> </ul>		

## 6.7 – Fuel Leaks



Required Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>When a gas leak is found on the utility side of service, the utility service must be contacted, work must be temporarily halted, and the leak must be repaired before work may proceed.</li> <li>Fuel leaks that are the responsibility of the occupant (vs. the utility) must be repaired before installing weatherization measures in the home.</li> </ul>		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Repair fuel leaks if responsibility of client. If total to repair exceeds average H&S per unit cost, State approval must be given.		
Prohibited Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
<ul style="list-style-type: none"> <li>Using DOE WAP H&amp;S funds to repair leaks that are the responsibility of the utility to correct is prohibited.</li> <li>Using DOE WAP H&amp;S funds for environmental cleanup resulting from bulk fuel leaks is prohibited</li> </ul>		
Required Testing/Inspection		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Test all exposed gas lines, fittings, valves, and connections for fuel leaks from utility connection to the appliance throughout the home.</li> <li>Test all gas appliances for fuel leaks at all connections, valves, fittings, and burners.</li> <li>Conduct sensory inspection of all bulk fuels lines and storage tanks to determine if leaks exist.</li> </ul>		
Allowable Testing/Inspection		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Test exposed gas lines for fuel leaks from utility coupling into, and throughout, the home.</li> <li>Conduct sensory inspection on bulk fuels to determine if leaks exist.</li> </ul>		
Prohibited Testing/Inspection		
Concur with DOE Guidance <input type="checkbox"/>		
Using DOE WAP H&S funds for environmental testing of soil or water is prohibited.		
Required Occupant Education		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	
Inform occupants in writing of fuel leak testing results, including specific location if fuel leaks are detected.		

6.8 – Gas Ovens/Stovetops/Ranges		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>When testing indicates a problem, entities may perform standard maintenance on or repair gas cooktops and ovens. If repairs are not done, the client must be informed in writing about the problem.</li> </ul>		
Prohibited Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
Using DOE WAP H&S funds for replacement of gas ovens/ranges/stovetops is prohibited.		
Required Testing/Inspection		
Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	

<ul style="list-style-type: none"> <li>• Test gas ovens for CO.</li> <li>• Grantee H&amp;S plan must define action levels and resulting actions.</li> <li>• Visually inspect cooking burners and ovens for operability and flame quality.</li> </ul>	
<b>Define action levels for oven CO testing and resulting actions</b>	
Define action levels for oven CO testing and resulting actions.	
<b>Allowable Testing/Inspection</b>	
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Test gas ovens for CO.</li> <li>• Inspect cooking burners and ovens for operability and flame quality.</li> </ul>	
<b>Required Occupant Education</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Inform occupants of the importance of using exhaust ventilation when cooking and the importance of keeping burners and broilers clean to limit the production of CO.	

<b>6.9 – Hazardous Materials</b>		
<b>Required Actions</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Hazardous Waste Materials generated by weatherization work (e.g., refrigerant, asbestos, lead, mercury, CFL lighting bulb/ballasts, etc.) must be disposed of according to all local and federal laws, regulations, and guidelines, as applicable. Costs specifically related to disposal may be charged as a H&amp;S expense.</li> <li>• Subgrantees must document disposal requirements in contract language with the responsible party.</li> <li>• <b>Limited</b> removal of pollutants that pose a risk to workers is required (e.g., flammable liquids, hazardous chemicals, and other air pollutants) as defined the Grantee’s H&amp;S Plan.</li> <li>• If removal cannot be performed or is not allowed by the occupant, the unit must be deferred.</li> </ul>		
<b>Define “limited” removal of pollutants</b>		
State approval required if removal cost exceeds State H&S average.		
<b>Allowable Actions</b>		
Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
If DOE WAP H&S Funds are used for any “allowable” actions, detail them here.		
<b>Prohibited Actions</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
Using DOE WAP H&S funds for Lead, Asbestos, and Radon abatement is prohibited.		
<b>Required Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Sensory inspection.		
<b>Allowable Testing/Inspection</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
If DOE WAP H&S Funds are used for any “allowable” testing, detail them here.		
<b>Prohibited Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>		

Using DOE WAP H&S funds for any testing for hazardous materials other than that specifically permitted in the asbestos, lead, and radon sections of this document is prohibited.

**Required Occupant Education**

Concur with DOE Guidance

Alternative Guidance

- Inform occupant in writing of hazards associated with hazardous waste materials being generated/handled in the home.
- Inform occupant in writing of observed hazardous condition and associated risks.
- Provide occupant written materials on safety issues and proper disposal of household pollutants.

**6.10 - Injury Prevention of Occupants**

**Allowable Actions**

Allowed with DOE WAP H&S Funds

Allowed with Alternative Funds

When necessary to effectively weatherize the home, workers may make minor repairs and installations.

**Prohibited Actions**

Concur with DOE Guidance

Using DOE WAP H&S funds for *major* repairs, as defined by the Grantee’s H&S Plan is prohibited

**Define “major” repairs**

If the cost goes above the average H&S, the subgrantee must seek State approval prior to proceeding.

**Required Testing/Inspection**

Concur with DOE Guidance

Alternative Guidance

Results in Deferral/Referral

DOE WAP H&S Funds

Alternative Funds

Visually inspect for dangers that would prevent weatherization.

**Allowable Testing/Inspection**

Allowed with DOE WAP H&S Funds

Allowed with Alternative Funds

Visual inspection.

**Required Occupant Education**

Concur with DOE Guidance

Alternative Guidance

If identified hazardous conditions will not be corrected during weatherization, inform occupant in writing of observed hazards and associated risks utilizing the “Hazard Identification Notification Form” required by WPN 22-7.

**6.11 – Lead-Based Surface Coverings (Paint, Varnishes, Roofing, etc.)**

**Required Actions**

Concur with DOE Guidance

Alternative Guidance

Results in Deferral/Referral

DOE WAP H&S Funds

Alternative Funds

- Subgrantees must comply with EPA's Lead; Renovation, Repair and Painting Program (RRP) rules when working in pre-1978 housing unless testing confirms the work area to be lead free. This includes, but is not limited to:
  - Client file documentation including the Certified Renovator’s certification; any training provided on-site; description of specific actions taken; lead testing and assessment documentation; and photos of site and containment set up. Include the location of photos referenced if not in file.
  - Certification and training requirements of the RRP rule.
  - Job site set up and cleaning verification by a Certified Renovator.
- Only those costs directly associated with lead safe work practices for surfaces directly disturbed during weatherization activities are allowable WAP H&S expenses.

**Allowable Actions**

Allowed with DOE WAP H&S Funds

Allowed with Alternative Funds

Compliance with the EPA Lead Renovation, Repair, and Painting program rules.	
<b>Prohibited Actions</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	
<ul style="list-style-type: none"> <li>Using DOE WAP H&amp;S funds for lead abatement is prohibited.</li> <li>Using DOE WAP H&amp;S funds for purchase, resourcing, or maintenance of X-ray Fluorescence (XRF) devices is prohibited.</li> </ul>	
<b>Allowable Testing/Inspection</b>	
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
<ul style="list-style-type: none"> <li>Testing to determine the presence of lead in paint that will be disturbed by WAP measure installation is allowed with EPA approved testing methods.</li> <li>Testing methods must be economically feasible and justified.</li> <li>Job site set up and cleaning verification by a Certified Renovator is required.</li> <li>Grantees must verify that crews are using lead safe work practices during monitoring.</li> </ul>	
<b>Required Occupant Education</b>	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Follow pre-renovation education requirements per EPA RRP rules.	

<b>6.12 – Mold and Moisture</b>		
<b>Allowable Actions</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Limited water damage repairs that can be addressed by weatherization workers are allowed when necessary in order to weatherize the home and to ensure the long-term stability and durability of the measures.</li> <li>Source control (i.e. correction of moisture and mold creating conditions) is allowed when necessary in order to weatherize the home and to ensure the long-term stability and durability of the measures. Source control is independent of latent damage and related repairs.</li> <li>Where severe Mold and Moisture issues cannot be addressed, deferral is required.</li> <li>Mold cleanup is not an allowable H&amp;S cost.</li> <li>Surface preparation where weatherization measures are being installed (e.g., cleaning mold off window trim in order to apply caulk) must be charged as part of the ECM, not to the H&amp;S budget category.</li> </ul>		
<b>Prohibited Actions</b>		
Concur with DOE Guidance <input type="checkbox"/>		
<ul style="list-style-type: none"> <li>Using DOE WAP H&amp;S funds for mold cleanup is prohibited.</li> <li>Using DOE WAP H&amp;S funds for window and door replacements is prohibited</li> </ul>		
<b>Required Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Visual assessment for moisture or mold damage including exterior drainage.		
<b>Allowable Testing/Inspection</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Visual inspection of mold or moisture.		
<b>Prohibited Testing/Inspection</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
Using DOE WAP H&S funds for mold testing of any type is prohibited.		
<b>Required Occupant Education</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	

Provide occupant written notification of identified mold/moisture hazards and information regarding the associated hazard.

### 6.13 - Occupant Pre-existing or Potential Health Conditions

#### Required Actions

Concur with DOE Guidance  Alternative Guidance  Results in Deferral/Referral

DOE WAP H&S Funds  Alternative Funds

- When a person’s health may be at risk and/or WAP work activities could constitute an H&S hazard, the occupant is required to take appropriate action based on severity of risk.
- Deferral, if occupant risk cannot be mitigated.

#### Allowable Actions

Allowed with DOE WAP H&S Funds  Allowed with Alternative Funds

Minor repairs (up to \$500) are allowed and work can proceed if in compliance with other H&S categories.

#### Required Testing/Inspection

Concur with DOE Guidance  Alternative Guidance  Results in Deferral/Referral

DOE WAP H&S Funds  Alternative Funds

- Screen occupants for known or suspected health concerns either as part of initial application for weatherization, during the audit, or both.
- This is done utilizing the “Occupant Pre-existing or Potential Health Condition Screening Form” required by WPN 22-7.

#### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds  Allowed with Alternative Funds

Using responses from Occupant Pre-existing or Potential Health Condition Screening Form the Energy Auditor and QCI must determine if Weatherization measures could potentially cause harm to occupant.

#### Required Occupant Education

Concur with DOE Guidance  Alternative Guidance

- Inform occupant in writing of any known risks and provide pre-weatherization screening form.
- Provide occupant with Subgrantee point of contact information in writing.

### 6.14 – Pests

#### Required Actions

Concur with DOE Guidance  Alternative Guidance  Results in Deferral/Referral

DOE WAP H&S Funds  Alternative Funds

Deferral of homes where infestation of pests cannot be reasonably removed or poses H&S concern for workers.

#### Allowable Actions

Allowed with DOE WAP H&S Funds  Allowed with Alternative Funds

Post weatherization work pest control is the responsibility of the home occupant. Screening of windows and pest access points is allowed to prevent intrusion. Energy auditors shall inform client of observed condition and associated risks.

#### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds  Allowed with Alternative Funds

Visual inspection of potential entry points.

#### Required Occupant Education

Concur with DOE Guidance  Alternative Guidance

Inform occupant in writing of observed conditions and associated risks.

## 6.15 – Radon

### Required Actions

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	

- Cover exposed dirt floors within the pressure/thermal boundary with a sealed soil gas retarder
- Cover sump well/pits with airtight covers
- Implement ventilation as required by ASHRAE 62.2-2016

### Allowable Actions

Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
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Whenever site conditions permit, cover exposed dirt floors within the pressure/thermal boundary with 6 mil (or greater) polyethylene sheeting, lapped at least 12” and sealed with appropriate sealant at all seams, walls and penetrations.

### Prohibited Actions

Concur with DOE Guidance

Using DOE WAP H&S funds for radon mitigation is prohibited.

### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
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If DOE WAP H&S Funds are used for any “allowable” testing, detail them here.

### Required Occupant Education

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
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- Provide all occupants EPA’s A Citizen’s Guide to Radon and inform them of radon related risks.
- Occupants must sign an informed consent form prior to receiving weatherization services.

## 6.16 – Safety Devices: Smoke and Carbon Monoxide Alarms, Fire Extinguishers

### Required Actions

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	

Install CO alarms in every home where alarms are not present or are inoperable in compliance with ASHRAE 62.2-2016 which references NFPA 720 (note: NFPA 720 has been incorporated into NFPA 72).

### Allowable Actions

Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
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Smoke Alarms: May be installed where alarms are not present or are inoperable  
 Carbon Monoxide Alarms: Must be installed where alarms are not present or are inoperable  
 Fire Extinguishers: Where solid fuel burning equipment is present, fire extinguishers may be provided as an allowable H&S measure

### Prohibited Actions

Concur with DOE Guidance

Using DOE WAP H&S funds for replacement of functional smoke or CO alarms that are not beyond the manufacturer’s stated lifetime is prohibited.

### Required Testing/Inspection

Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	

Verify operation and age of installed alarms.

### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
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Testing existing equipment.

Required Occupant Education	
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
Provide occupant with verbal and written information on use of newly installed devices and the potential risks of not properly maintaining these devices.	

6.17 – Ventilation and Indoor Air Quality		
Required Actions		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
Install ventilation as required by ASHRAE 62.2 - 2016. If occupant refuses ventilation as required by ASHRAE 62.2, the home must be deferred.		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
If DOE WAP H&S Funds are used for any “allowable” actions, detail them here.		
Required Testing/Inspection		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>ASHRAE 62.2 evaluation to determine required post-weatherization ventilation.</li> <li>Measure fan flow of existing fans and of installed equipment to verify performance.</li> </ul>		
Allowable Testing/Inspection		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Measure fan flow of existing fans and of installed equipment to verify performance.		
Required Occupant Education		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Provide occupant with information on function, use, and maintenance (including location of service switch and cleaning instructions) of ventilation system and components.</li> <li>Provide occupant with equipment manuals for installed equipment.</li> <li>Include disclaimer that ASHRAE 62.2 does not account for high polluting sources or guarantee indoor air quality.</li> </ul>		

6.18 – Water Heaters		
<i>(see Combustion Appliances for combustion related requirements)</i>		
Allowable Actions		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Repair and replacement is allowed. South Dakota follows the BPI 1200 Combustion Safety Standard		
Required Testing/Inspection		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>	Alternative Funds <input type="checkbox"/>	
<ul style="list-style-type: none"> <li>Visual inspection of all water heaters and related piping for safety and leaks</li> <li>See Combustion Appliances section for related combustion safety testing requirements.</li> </ul>		
Allowable Testing/Inspection		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>	
Visual and diagnostic testing.		
Required Occupant Education		
Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	

- Appropriate use and maintenance of units.
- Provide all paperwork and manuals for any installed equipment.
- Where combustion equipment is present, provide combustion safety and hazards information including how to recognize depressurization, dangers of CO poisoning, and fire risks associated with combustion appliance use.

6.19 – Worker Safety		
<b>Required Actions</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input checked="" type="checkbox"/>		Alternative Funds <input type="checkbox"/>
Adherence to all federal, state, and local worker safety regulations (e.g., OSHA, EPA).		
<b>Allowable Actions</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>		Allowed with Alternative Funds <input type="checkbox"/>
Minor actions (not greater than \$500 total) are allowed.		
<b>Prohibited Actions</b>		
Concur with DOE Guidance <input checked="" type="checkbox"/>		
Using DOE WAP H&S funds for <i>major</i> repairs as defined by the Grantee’s H&S Plan is prohibited.		
<b>Define “major” repairs</b>		
Repairs that exceed the H&S State Average		
<b>Allowable Testing</b>		
Allowed with DOE WAP H&S Funds <input checked="" type="checkbox"/>		Allowed with Alternative Funds <input type="checkbox"/>
Visual inspection		



## 6.X – (Insert Additional H&S Items for Use of DOE WAP H&S funds)

### Required Actions

Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>		Alternative Funds <input type="checkbox"/>

Insert required item text

### Allowable Actions

Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
---	---

If DOE WAP H&S Funds are used for any “allowable” actions, detail them here.

### Prohibited Actions

Concur with DOE Guidance

What is prohibited

### Required Testing/Inspection

Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>	Results in Deferral/Referral <input type="checkbox"/>
DOE WAP H&S Funds <input type="checkbox"/>		Alternative Funds <input type="checkbox"/>

Insert required item text

### Allowable Testing/Inspection

Allowed with DOE WAP H&S Funds <input type="checkbox"/>	Allowed with Alternative Funds <input type="checkbox"/>
---	---

If DOE WAP H&S Funds are used for any “allowable” testing, detail them here.

### Prohibited Testing/Inspection

Concur with DOE Guidance

What is prohibited

### Required Occupant Education

Concur with DOE Guidance <input type="checkbox"/>	Alternative Guidance <input type="checkbox"/>
---	---

Insert required item text

# ATTACHMENT C

## WEATHERIZATION QUALITY ASSURANCE SOUTH DAKOTA WEATHERIZATION PROGRAM

Agency		Coordinator	
Fund Source	Job ID	Completed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name		Address	
City		State	ZIP Code
Estimator	Agency Inspector	Crew Foreman	
<b>Housing Type</b>			
<input type="checkbox"/> Site Built	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Shelter	<input type="checkbox"/> Multi Family (5 or more)
<b>Primary Fuel type</b>			
<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Propane	<input type="checkbox"/> Electric	<input type="checkbox"/> Fuel Oil <input type="checkbox"/> Other _____
<b>Combustion Appliances Present</b>			
<input type="checkbox"/> Secondary Heat	<input type="checkbox"/> Cook Stove	<input type="checkbox"/> DHW	<input type="checkbox"/> Fire place <input type="checkbox"/> Other _____
<b>File Review</b>			
Eligibility Determination Present	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Proof of Ownership or Signed Rental Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Unit Assessed Using	<input type="checkbox"/> Energy Audit		
Work Agreement/Notice to Proceed	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Invoices/Purchase Orders For All Materials Installed	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Pre-Renovation Lead-Paint Notification	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A post-1978 or verified as "lead free"		
Certified Renovator and Test Kit Documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A post-1978 or verified as "lead free"		
Lead Safe Weatherization Documentation (including photos)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A post-1978 or verified as "lead free"		
Mold/Moisture and Health & Safety Assessment & Notification	<input type="checkbox"/> Yes <input type="checkbox"/> No		
State Historic Preservation Documenation	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Combustion Appliance Testing	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Heating System/DHW Bid Sheets, Heat Loss Calculations, Vendors' Bids, and any other Documentation necessary for Repairs and Replacements.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Blower Door Results (@CFM 50)?	Pre no _____ Post No. _____		
Zonal Pressure Testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Notes _____		
Room to Room Pressure Testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Notes _____		
Pressure Pan Testing?	Pre no _____ Post No. _____ <input type="checkbox"/> N/A		
Worst Case Draft Test	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Notes _____		
Reworks were required on Unit?	<input type="checkbox"/> Yes <input type="checkbox"/> No   What _____		
Follow-up Documented?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
On-Site Work Assessment Form signed and dated by Final Inspector and Client Satisfaction Section Signed and Dated?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Client File Checklist filled out	<input type="checkbox"/> Yes <input type="checkbox"/> No		
ASHRAE required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ventilation Added? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Comments on File Review			
File Review Performed by			Date

**ON-SITE WORK ASSESSMENT – Work done by WAP**  
 N/A, Unit Became Unavailable For Onsite Review

**Intermediate Zonal Readings**

Crawlspace/Basement (WRT House)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Crawlspace/Basement (WRT Outside)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #1 (WRT House)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #1 (WRT Outside)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #2 (WRT House)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #2(WRT Outside)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #3 (WRT House)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Attic #3 (WRT Outside)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Garage (WRT House)	Pre # _____ pa	Post # _____ pa	QCI# _____ pa

**Diagnostic Testing**

Pressure Pan Test	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Fan Flow Test Bath #1	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Fan Flow Test Bath #2	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Fan Flow Test Kitchen	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Pressure Pan Individual	_____ pa	_____ pa	_____ pa
Pressure Pan Individual	_____ pa	_____ pa	_____ pa
Post Pressure Pan	_____ pa	_____ pa	_____ pa
Post Pressure Pan	_____ pa	_____ pa	_____ pa

**HVAC**

Bedroom #1	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Bedroom #2	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Bedroom #3	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Bedroom #4	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Bedroom #5	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Bedroom #6	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
House to basement	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Basement to outside	Pre # _____ pa	Post # _____ pa	QCI# _____ pa

**Combustion Appliance Safety Test Results**

DHW Spillage	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
CO:	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
Efficiency:	Pre-work _____ %	Post-work _____ %	QCI _____ %
Gas Leak:	Pre-work <input type="checkbox"/> Yes <input type="checkbox"/> No	Post-work <input type="checkbox"/> Yes <input type="checkbox"/> No	QCI <input type="checkbox"/> Yes <input type="checkbox"/> No
Flue Pitch	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
WC CAZ	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
Draft	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
DHW (continued) Temp. at tap in degrees	Pre-work _____	Post-work _____	QCI _____

**Furnace/Boiler**

Spillage	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
CO	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
Efficiency:	Pre-work _____ %	Post-work _____ %	QCI _____ %
Gas Leak:	Pre-work <input type="checkbox"/> Yes <input type="checkbox"/> No	Post-work <input type="checkbox"/> Yes <input type="checkbox"/> No	QCI <input type="checkbox"/> Yes <input type="checkbox"/> No
Flue Pitch	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
WC CAZ	Pre-work Pass/Fail/ NA	Post-work Pass/Fail/NA	QCI: Pass/Fail/NA
Draft	Pre # _____ pa	Post # _____ pa	QCI# _____ pa
Temperature Rise	Pre-work _____	Post-work _____	QCI _____

**Stove**

CO LF Burner	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
CO LR Burner	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
CO RF Burner	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
CO RR Burner	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm
CO-Oven Steady State	Pre-work _____ ppm	Post-work _____ ppm	QCI _____ ppm

<b>Attic- <input type="checkbox"/> N/A</b>	
Attic Air Sealing Performed	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Attic Insulation Installed	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Insulation Certificate Posted	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Heat Source/Vent Damming	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Attic Access Insulated and Mechanically Fastened	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Energy Related Attic Repairs Documented	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Comments on Attic:	
<b>Sidewalks/Kneewalls- <input type="checkbox"/> N/A</b>	
Sidewall Insulation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Plugs, Patching, & Painting Appropriate	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Energy Related Sidewalls/Kneewalls Repairs Documented	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Comments on Sidewall/Kneewall:	
<b>Subspace- <input type="checkbox"/> N/A</b>	
Foundation/Perimeter insulation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Under Floor Insulation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Basement Sidewall Insulation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Rim Joist Insulation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Energy Related Subspace Repairs Documented	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Comments on Subspace:	
<b>Heating System/DHW- <input type="checkbox"/> N/A</b>	
Heating System Replacement	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Heating System Repair/Tune-up/filter	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Furance Filters	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Set -Back Thermostat	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Distribution System Modifications and Documentation	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Added Supply	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Added Return	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Belly-Return Conversion	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A
Justification for Work Done	<input type="checkbox"/> SIR <input type="checkbox"/> Health and Safety
Comments on Heating System/DHW:	

<b>Window/Doors- <input type="checkbox"/> N/A</b>			
Window Replacement Performed	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Storm Windows Installed	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Door Replacement Performed	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Energy Related Window/Door Repairs Documented	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Exterior Wood Primed	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Comments on Windows/Doors:			
<b>General Heat Waste- <input type="checkbox"/> N/A</b>			
Duct Sealing (Cleaned, Stapled, Mastic Used)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Building Envelope Air Sealing	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Window/Door Weather-stripping and Repair	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Other _____	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Comments on General Heat Waste:			
<b>Baseload- <input type="checkbox"/> N/A</b>			
CFL bulbs	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Low Flow Fixtures (faucet aerator, showerheads)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
PSI relief pipe	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Pipe Insulation	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Water Heater Replacement	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Water Heater Repair	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Water Heater Tank Wrap	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Other _____	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Comments on General Heat Waste:			
<b>Health and Safety- <input type="checkbox"/> N/A</b>			
All Installed Measures Documented	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Smoke/CO Detectors	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Dryer Vent	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Ventilation	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Heating/DHW Work (see section above)	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Other _____	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> N/A
Comments on Health and Safety:			
Does this unit need additional attention from the agency?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Health and Safety	<input type="checkbox"/> Billed for, Not Present	<input type="checkbox"/> Quality of Work	<input type="checkbox"/> Missed Measures
(Add comments on additional pages if necessary)			
Crew Foreman -signs off on the work completed in the home			Date

**Changes in Work Order or Warning of Dangerous Conditions**

Work Refused

\_\_\_\_\_

Additional Work

Other

Work Cannot be Completed

Advised of a Pre-Existing Condition

Advised Client of Dangerous Situation

Blower Door Test Cannot be Completed

Additional Comments

By signing below, I confirm that this assessment of the customer file, energy audit, energy audit reports, and measures installed were appropriate and in accordance with South Dakota's Weatherization protocols approved by the Department of Energy.

QCI Printed Name

QCI Signature

QCI Certification Number:

Date

Customer Printed Name

Customer Signature

Date