



**REQUEST FOR PROPOSALS**

**for**

**Statewide Energy Consumption Analysis**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**30 South Meridian Street, Suite 900**

**Indianapolis, IN 46204**

**<http://www.in.gov/ihcda/>**

**317-232-7777**

**RE-ISSUE DATE: Thursday, August 11, 2022**

**RESPONSE DEADLINE: Monday, September 26, 2022, 5:00 PM ET**

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## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)**

The Indiana Housing and Community Development Authority seeks to contract with an individual or entity to provide a statewide energy consumption analysis which will compare data related to units assisted through the Weatherization Assistance Program (WAP), twelve months prior to and post weatherization. The results will be provided at the State and sub-grantee level and will offer quantifiable evidence of the impact of the WAP, as detailed in the Scope of Work section of this RFP.

### **2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **MISSION STATEMENT**

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

#### **VISION**

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

#### **OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)**

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

#### **About the Weatherization Assistance Program (WAP) in Indiana**

WAP provides energy conservation measures to reduce the utility bills of low-income Hoosiers across the state. WAP offers clients a permanent solution to reducing their energy bills by making

their homes more energy efficient. The United States Department of Energy (DOE) allocates funds to IHCDA for distribution to its network of Community Action Agencies to perform weatherization work. The current network consists of 20 Agencies. The following are types of energy-saving measures that are completed by the 20 Agencies: adding insulation (attic and side-wall), duct repair/sealing, air sealing, furnace tune-ups and replacements, water heater replacements, and lighting. This is not a comprehensive list of work completed but an example of the kinds of work that generally occurs.

### 3. SCOPE OF WORK

The primary goal of this study is to assess the energy impacts of WAP. The Respondent, if selected, will be responsible for obtaining data directly from utility companies throughout the state, but IHCDA will leverage current relationships to assist, as necessary.

IHCDA is interested in the following deliverables:

1. Examining the expenditures and energy impacts of the Indiana Weatherization Assistance Program for units weatherized in two program years - from April 1, 2020 to March 31, 2021 and from April 1, 2021 to March 31, 2022;
2. Identifying through agency summaries key similarities and differences between each Weatherization Provider that participated in WAP during the Study period. IHCDA anticipates this being an evaluation comparing the measures that each agency completes and the savings from those measures.

As a part of this project, IHCDA would like the Respondent, if selected to:

1. Collect and analyze data from multiple sources; related to weatherized homes, there are hundreds of utility vendors across the state of Indiana, ranging from large corporations such as Duke Energy and AES Indiana, to municipalities, to member-owned electric cooperatives. It is not expected that data be collected from every vendor; however, IHCDA expects data from a representative sample of vendors.
2. Provide visually appealing final reports using easy-to-understand language and graphics;
3. Provide a 2-to-4-page executive summary that highlights key methods, findings, and graphics from the study, separating data from the two program years;
4. Present and discuss findings, barriers and recommendations with IHCDA staff throughout the process with in-depth conclusions at the end of the project
5. Present final findings to IHCDA staff;
6. Conduct and record a webinar that provides an overview of the analysis and its findings.

The estimated range for the budget is between \$110,000 and \$130,000, and the work must be completed by December 2023. A tentative timeline is provided below; the Respondent's proposal should include the Respondent's proposed timeline for completing the Scope of Work described in this section.

### 4. TENTATIVE PROJECT TIMELINE

October 31, 2022	Contract agreed to and the selected respondent ("Consultant") begins their process to collect data
November 1, 2023	The Consultant provides a draft analysis for IHCDA's review
November 30, 2023	The Consultant provides final analysis report
December 2023	The Consultant submits its final report and presents its findings to IHCDA
December 2023	The Consultant conducts a webinar discussing overview of Statewide Energy Consumption Analysis and provides IHCDA with a copy of the webinar.

## 1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA. Respondent must also be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a Respondent is at the sole discretion of IHCDA.

The following will be IHCDA's primary consideration in the selection process:

1. Compliance with requirements of this RFP
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP
3. Experience of the Respondent
4. Strength of client references
5. Competitive fee

## 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondent must meet the following minimum requirements to be deemed responsive to this RFP.

### Qualifications and Experience

- Key project personnel must have at least 5 years of experience in data collection / research
- Key project personnel must have experience conducting consumption analysis
- Key project personnel must have degree or certification in relevant field
- The Respondent must also have experience in as many of the following areas as possible:
  - cross-agency, multi-site, or multi-program research projects,
  - working with weatherization (or similar) program data,
  - working with utility, weatherization, and/or energy efficiency programming,

## 3. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected Respondent has been determined to be responsible. A responsible Respondent must:

- Have adequate financial resources to perform the project, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
- If Respondent has worked with IHCDA previously, Respondent must have a satisfactory performance record with IHCDA;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Have supplied all requested information;
- Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a

fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and

- Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

**4. RFP SUBMISSION ITEMS**

Respondent must submit the following documentation in response to this RFP. The response for items 2, 3 and 4 below should total no more than 10 pages total, single spaced in 12-point font.

The following will be IHCD’s primary consideration, therefore your proposal should include the following, in the order listed below:

1. Coversheet and Certification. The Respondent must provide a completed Cover Sheet (Appendix A) and signed Certification (Appendix B).
2. Qualifications & Experience. A narrative describing Respondent’s qualifications and relevant experience.
3. Proposed Strategy and Scope of Work. A description of proposed methodology for completing project/scope of work, including a proposed timeline for start and completion.
4. Client References. A list of at least three comparable work/client references that include the following information.
  - a. organization name,
  - b. brief description of the project, and
  - c. contact person’s name, telephone number, and email address.
5. Resumes or bios. Current resumes or bios for Respondent’s key personnel.
6. Sample of Prior Work. At least one example of a project deliverable of similar size/scope.
7. Additional Material. Information that the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as “Additional Material”.
8. Cost proposal. All costs (including but not limited to travel, time, and supplies must be rolled into the fee) the fee should be per deliverable not by the hour. Please provide a proposed budget, utilizing the following format. (Data collection, data analysis, draft analysis report, final analysis report and findings, Executive Summary, webinar, etc.)

<b>Deliverable/Task</b>	<b>Fee</b>	<b>Budgeted Amount</b>

## 5. RFP TIMELINE

August 11, 2022	RFP re-released to the general public
August 22, 2022	All questions due via email to <a href="mailto:gglassley@ihcda.in.gov">gglassley@ihcda.in.gov</a>
August 29, 2022	IHCDA will post answers to all questions
September 26, 2022	Respondent must submit proposal by 5:00 p.m. in PDF
October 3, 2022	IHCDA may contact the Respondent, if it is selected for a finalist interview/presentation
October 10, 2022	Finalist interviews/presentations must be completed, if requested by IHCDA
October 17, 2022	Tentative selection is made

## 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent must submit their proposal via email with all documents in PDF format only.

Greg Glassley  
Director of Energy and Utility Programs  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 900  
Indianapolis, IN 46204  
[gglassley@ihcda.in.gov](mailto:gglassley@ihcda.in.gov)

**The deadline for submission is Monday September 26, 2022 at 5:00 PM EST.**

Applications that miss the submission deadline and/or do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

## PART 3 TERMS AND CONDITIONS

### 1. STATE POLICIES

- ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.

4. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
5. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
- A. The RFP.
  - B. A list of all vendors who received the RFP.
  - C. The name and address of each Respondent.
  - D. The amount of each offer.
  - E. A record showing the following:
    - a. The name of the successful Respondent.
    - b. The dollar amount of the offer.
    - c. The basis on which the award was made.
  - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
    - a. trade secrets;
    - b. manufacturing processes;
    - c. financial information not otherwise publicly available; or
    - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.
6. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
7. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future



employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

8. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

## 2. **FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

- a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). 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"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). 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). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient 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.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **RFP TERMS AND CONDITIONS**

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of qualifications and a project proposal, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
  - i. Cease all activities with that Respondent.
  - ii. Begin contract preparation activities with the next highest ranked Respondent.

- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDA will not agree to any of the following terms or conditions:
- a. Any provision requiring IHCDA to provide insurance
  - b. Any provision requiring IHCDA to provide indemnity
  - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
  - d. Any provision providing that suit be brought in any state other than Indiana
  - e. Any provision providing for resolution of contract disputes
  - f. Any provision requiring IHCDA to pay any taxes
  - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
  - h. Any provision modifying the applicable Indiana statute of limitations
  - i. Any provision relating to the time within which a claim must be made
  - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
  - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
  - l. Any provision providing for automatic renewal
  - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

**APPENDIX A: STATEWIDE ENERGY CONSUMPTION ANALYSIS RFP COVER SHEET**

**Name of Individual, Firm or Business:**

Address:

Phone Number:

Fax Number:

Web Site Address:

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

Email Address:

Phone:

**APPENDIX B: CERTIFICATION OF RESPONDENT**

I hereby certify that the information contained in this RFP response and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_ am the \_\_\_\_\_ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_