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| REQUEST FOR PROPOSALS |
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| for |
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| **WEATHERIZATION SERVICE PROVIDER FOR**  **ADAMS, BLACKFORD, HUNTINGTON, JAY, RANDOLPH, WELLS** |
|  |
| INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY |
| 30 South Meridian Street, Suite 900 |
| Indianapolis, IN 46204  http://www.in.gov/ihcda/ |
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| 317-232-7777 |
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|  |
| ISSUE DATE: March 6, 2023 |
| RESPONSE DEADLINE: April 10, 2023, 5:00 PM EST |

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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 responses from Community Action Agencies and nonprofit organizations that can provide weatherization administrative support and services to counties in accordance with IHCDA and DOE guidelines (“Responses”). The organization awarded funding through this RFP will become the permanent weatherization provider for Adams, Blackford, Huntington, Jay, Randolph, and Wells counties effective April 1, 2023, and will receive any future weatherization funding allocated to these counties, unless there are significant deficiencies in the organization’s provision of services under the WAP Program. Respondents can submit a response for a single county, multiple counties, or the entire service area.

In the event no viable proposals are submitted for a county(s), the area may be re-bid. Previous bidders will have the opportunity to re-submit during the subsequent open competition period. IHCDA must cover all counties. If any county is not covered by a bidder, IHCDA may negotiate with existing bidders, or put all or part of the territory up for rebid to find a vendor who will serve all counties that need to be covered.

In the event it becomes necessary to revise any part of this RFP, addenda will be

published on IHCDA’s website.

* 1. 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.

IHCDA 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.

**Weatherization Overview**

The Weatherization Assistance Program (WAP) provides energy conservation measures to reduce the utility bills of low-income Hoosiers across the state. The program offers clients a 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 perform weatherization work. The current network consists of 20 Agencies and the types of energy-saving measures they complete are: adding insulation (attic and side-wall), duct repair/sealing, air sealing, furnace tune-ups and replacements, water heater replacements, lighting, and other repairs necessary to address identified health and safety concerns, as allowable. This is not a comprehensive list of work completed but an example of the kind of work occurring.

**Target Population to be Served**

Households earning up to 200% of the Federal Poverty Guidelines are eligible for service through WAP. Priority is given to at-risk households, which includes households with a child under the age of 18, a person who is elderly (age 60+), or a person who is disabled. A list of eligible households will be provided to the Awardee in order to facilitate the commitment of funds through the IWAP database wait list.

**Funding Amounts, Sources and Periods of Availability**

The WAP funds are provided through a grant to the state from the Department of Energy (DOE) and a portion of the LIHEAP award provided by the ACF Office of Community Services (OCS). The Respondent that is chosen (the “Awardee”) will execute a grant agreement with IHCDA for an amount determined by Indiana’s funding allocation formula, which is based on the award amount received by IHCDA. The following are the most recent Weatherization awards for the six-county territory being bid:

* 1. DOE Weatherization with a program year of April 1 through March 30. Funding level for 2022 was $ 289,152 – with an additional $5,000 of Training and Technical Assistance and $15,153 in Readiness Funds
  2. LIHEAP Weatherization with a program year of October 1 through September 30. Funding level for 2023 was $257,042.
  3. IHCDA’s allocation formula includes base amounts for agencies and TTA that is determined by how many counties an agency covers. The allocation table also considers differences in need and eligible populations in each county. Estimates on county specific break outs are listed below – these are close estimates based on past allocations. The numbers below do not include a “base” amount, which will be determined by the number of counties an agency bids on. With an ACPU of approximately $8,000 in PY 2023, the estimated number of completed DOE units for a full year is 23 units in aggregate for the six counties. In addition to the below, BIL funds will be allocated in a similar manner.

|  |  |  |
| --- | --- | --- |
|  | **DOE** | **LIHEAP** |
| Adams | $ 27,700 | $ 32,600 |
| Blackford | $ 15,500 | $ 17,100 |
| Huntington | $ 25,000 | $ 27,300 |
| Jay | $ 20,100 | $ 21,600 |
| Randolph | $ 21,200 | $ 22,200 |
| Wells | $ 20,200 | $ 20,900 |

* 1. SCOPE OF SERVICES

In this proposal, respondents are expected to demonstrate the capacity to provide services that include, but are not limited to determining client eligibility, conducting client intake, performing energy audit services, weatherizing dwellings, completing and passing final inspections, managing data entry, reporting, and making timely and accurate claim submissions.

1. The Awardee will be charged with providing the following services:
2. Client Outreach: Awardee must identify households by screening the IHCDA-provided list of eligible clients for those interested in receiving Weatherization services. Priority must be given to households that include: a child under the age of 18, a person who is elderly (60+), or a person who is disabled. All household verification information must be kept in a secure, confidential client file.
3. Building Audit: Awardee must secure the services of weatherization crews and contractors who meet the criteria set forth in the IHCDA Weatherization Assistance Program Policy and Procedures Manual, Section 600 Training. http://www.in.gov/myihcda/weatherization.htm An initial audit is required on every unit before the Awardee can begin work on a unit and a final inspection is required after completion of the unit. The auditor is required to produce a written report that meets the criteria set forth in the IHCDA Weatherization Assistance Program Policy and Procedures Manual as well as written work orders for any subcontractors used and all other applicable documentation. The Awardee must ensure that a final inspection is completed to verify all work has been completed as recommended in the audit, vendor invoices correspond with the work approved and actually performed, the unit has received proper air sealing, and the mechanical systems are working properly before final payment is made.
4. Weatherization of Dwellings: The Awardee must ensure proper procedures for weatherization are followed, that each dwelling unit receives the most comprehensive weatherization measures necessary to achieve the greatest level of energy efficiency, and that services were performed in the most cost-effective manner.
5. Database Entry & Reporting: The Awardee must ensure that all costs, activities, energy-saving measures, household information, notes, vendor information, and product information for each job is entered via the IHCDA IWAP software to facilitate reporting to the IHCDA and DOE.
6. Funds Management: The Awardee must ensure that all financial data and claims meet or exceed the requirements set forth in 2 CFR 200 and the IHCDA Weatherization Assistance Program Policy and Procedures Manual <https://www.in.gov/ihcda/program-partners/weatherization-assistance-program-wx/>
7. Claims Submission: All grant agreements through the WAP operate on a reimbursement basis. The Awardee must submit properly completed claims and backup documentation to IHCDA at least monthly for reimbursement of costs incurred during the prior month. To access claim submission information please reference the IHCDA Weatherization Assistance Program Policy and Procedures Manual, Section 5.5
8. Staff & Contractor Training: The Awardee must ensure that all employees and contractors utilized for the purposes of the WAP are trained through IHCDA and its training partners as specified in the IHCDA Weatherization Assistance Program Policy and Procedures Manual, Section 7 Training <https://www.in.gov/ihcda/files/2022-WAP-Policy-and-Procedure-Manual.pdf>
9. Reporting Requirements for Program & fiscal Data: The Awardee will be required to enter all required job information into the Indiana Weatherization Assistance Program online tracking software (IWAP).
10. Quality Assurance & Evaluation Specifications:
11. Monitoring: The Awardee is subject to program and technical monitoring for up to one (1) year following the expiration of the grant cycle. Responses to program and technical monitoring reports must be submitted in writing within fifteen (15) business days of receipt of monitoring report and all findings must be remedied as outlined in the monitoring report
12. A-133 Audit Requirement: Per IHCDA’s Weatherization Grant Agreements, each Awardee shall, at the termination of each grant period, secure an audit of funds provided by IHCDA pursuant to the Grant Agreement and in accordance with OMB Circulars A-87 (Government Entities), A-122 (Nonprofit Organizations) and A-133 (Audits of States, Local Governments, and Non-profit Organizations)
    1. RFP TIMELINE

March 6, 2023 Issue Request for Proposals

March 6 - 17, 2023 Question & Answer Period

March 24, 2023 Issue Answers to Questions

April 10, 2023 Proposals are due

April 10 – April 14, 2023 Proposals are evaluated

April 17, 2023 Review Team meetings for Final Review

April 27, 2023 Board Reviews Recommendations

May 1, 2023 Respondents Notified of Funding Decision

May 1, 2023 Contract start date

#### PART 2 RFP PROCESS

* 1. **SELECTION PROCESS**

Evaluation of all qualifications will be completed by IHCDA. Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. An applicant may not contact any member of an evaluation committee except at the State’s direction regarding this RFP. This pertains to the RFP only; if an applicant has a question or issue about an existing contract or current Weatherization work occurring, those lines of communication remain open. Respondent must also be responsive and responsible as described in Section 2, and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA.

* 1. **MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**

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

Potential applicants must meet the qualifications of CFR 440.15, which states that in order to be an eligible provider of weatherization services, the “sub-grantee is a Community Action Agency or other public or non-profit entity.” Eligible respondents must be in good standing with IHCDA, the state of Indiana, and the federal government.

Experience

To be considered for award, RFP respondents (“Respondents”) must meet the following federal guidelines for sub-grantees set out in 10 CFR §440.15. Agencies and organizations not meeting *all* of the requirements in 10 CFR §440.15 should not respond to this RFP. Regarding subsection “b” below, as it relates to the State Plan and public hearing – the decision from this RFP will be codified during next year’s public hearing and application submittal to DOE.

* 1. Each sub-grantee is a CAA or other public or nonprofit entity;
  2. Each sub-grantee is selected on the basis of public comment received during a public hearing conducted pursuant to §440.14(a) and other appropriate findings regarding:
     1. The sub-grantee's experience and performance in weatherization or housing renovation activities;
     2. The sub-grantee's experience in assisting low-income persons in the area to be served; and
     3. The sub-grantee's capacity to undertake a timely and effective weatherization program.
  3. In selecting a sub-grantee, preference is given to any CAA or other public or nonprofit entity which has, or is currently administering, an effective program under this part or under title II of the Economic Opportunity Act of 1964, with program effectiveness evaluated by consideration of factors including, but not necessarily limited to, the following:
     1. The extent to which the past or current program achieved or is achieving weatherization goals in a timely fashion;
     2. The quality of work performed by the sub-grantee;
     3. The number, qualifications, and experience of the staff members of the sub-grantee; and
     4. The ability of the sub-grantee to secure volunteers, training participants, public service employment workers, and other Federal or State training programs.

**ITEMS TO BE INCLUDED IN THE PROPOSAL**

The Response must include the following sections, in this order, to be considered complete:

* Qualifications Cover Sheet
* Executive Summary Statement on Company Letterhead signed by the President/CEO/Owner/Executive Director
* Attachment A – Capacity of Potential Providers Response Template
* Certification Of Respondent
* Respondent’s Conflict of Interest Policy
* Respondent’s Procurement Procedures
* Respondent’s Financial Statements
* Respondent’s State of Indiana Certificate of Existence from the Secretary of State.
* References, if applicable

**GUIDE TO ANSWERING ATTACHMENT A – CAPACITY OF POTENTIAL PROVIDERS RESPONSE TEMPLATE**

Respondents must submit a narrative response using Attachment A – Capacity of Potential Providers Response Template. **All questions must be answered in the yellow boxes on the template provided as Attachment A.** The yellow boxes in which answers are written will expand to fit all of the text. Narrative proposals not answered on the Attachment A template will not be considered. The explanations below serve as a guide to the corresponding questions in Attachment A. Please answer all questions in Attachment A.

1. **Experience and Capacity**
   * 1. **Organizational Capacity**

Respondent must answer the questions posed in Attachment A demonstrating that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. Additional information that supports the conclusion that Respondent is capable of managing WAP in an efficient and effective manner may also be included in this part of the application.

1. **Project Organization and Staffing**
2. **Supervision and Training**

Respondent shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

1. **Proposed Staffing**

Respondent shall describe the proposed staffing pattern, including the number of employees in each of the following roles: administrative, organization auditors, organization production, contracted auditors, and shell and mechanical contractors. The Respondent shall also submit for consideration the number of positions and job descriptions of additional employees to be hired as a result of this funding.

1. **Crews and Contractor Capacity**

Respondent shall describe the capacity of each of its in-house crews or subcontractors and demonstrate that monthly capacity with a production table. Respondent shall inventory current equipment available to auditors and contractors and attach a description of the organization’s procurement processes for acquiring additional equipment.

1. **Quality Assurance and Evaluation**

Respondent shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Such plans should include, but not be limited to, how Respondent will ensure funds are used for authorized purposes, and how it will eliminate chances for fraud, waste, error and abuse.

1. **Project Organization**

Respondent shall describe the process, sequence, timing, implementation, and goals of the program proposed.

1. **Financial Information**

IHCDA is looking for a Respondent with specific and organized financial management systems in place to ensure fiscal responsibility and diminish chances of waste, fraud, error, or abuse. IHCDA also wants to ensure that Respondents are financially capable of handling a project that works on a reimbursement basis.

1. **Meaningful Access for Limited English Proficient (LEP) Persons**

In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Respondent agrees to take reasonable steps to ensure meaningful access to Weatherization Services by LEP persons. Additional requirements and information regarding these regulations are located in Section G, page 5 of Attachment A of this RFP.

1. **Conflict of Interest Policy**

Respondent shall submit a copy of its conflict of interest policy with its submission. If Respondent does not have a conflict of interest policy, it shall clearly indicate this on its proposal.

1. **Procurement Procedures**

Respondent shall submit a copy of its procurement procedures for contractors and equipment with its submission. If Respondent does not have a procurement policy, it shall clearly indicate this on their proposal.

1. **Financial Statements**

Respondents shall submit the following financial statements:

1. Audited Financial Statements for the last two fiscal years.  This needs to have the Balance Sheet, Income Statement, and Statement of Cash Flows.  It also needs to have the opinion letter of the CPA firm.  If the entity does not have their books audited, they need to explain briefly why (i.e., size of unit; funds from Federal sources are below the A-133 threshold, etcetera), and provide a complete set of the Financial Statements that are unaudited.
2. Bank Statements for the last Fiscal year to see their transaction detail in PDF format, if possible.
3. The amount of lines of credit currently available for the entity to borrow.
4. The amount of loans that the entity is pre-approved for from a financial institution.

**Additional documents**

* 1. A copy of your business’ State of Indiana Certificate of Existence from the Secretary of State.
  2. Copies of pertinent organizational certifications, designations, licensures.
  3. Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE), Veteran Owned Business designations, if any (no more than 5 pages).
  4. References: Respondent must provide two letters of reference that can demonstrate the respondent’s capacity to manage this contract if Respondent has not held a contract with IHCDA in the past 12 months.
  5. **QUALIFICATIONS EVALUATION CRITERIA**

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. Demonstrated understanding of Indiana’s Weatherization Program, DOE and IHCDA’s regulations as outlined within Indiana’s State Plan and Indiana’s Weatherization Policy and Procedures Manual.
   1. **RESPONSIBLE RESPONDENT REQUIREMENTS**

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

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. 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;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and is an entity described in IC Title 23, is properly registered, and owes no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred.  If a prospective respondent 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.
   1. **RFP SUBMISSION ITEMS**

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Section 2 of Part 2** of this RFP, entitled **“Minimum Requirements/Responsive Respondent”**. Therefore, Respondent must review **Section 2 of Part 2** of this RFP very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

* 1. **FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

Respondent’s proposal must be submitted via email. All documents must be submitted in PDF only.

Greg Glassley

Director of Energy and Utility Programs – Community Programs

Indiana Housing and Community Development Authority

30 South Meridian, Suite 900

Indianapolis, IN 46204

gglassley@ihcda.in.gov

**The deadline for submission is April 10, 2023 at 5:00 PM EST.**

Applications that 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**
2. **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.
3. **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.
4. **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.
5. **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.
6. **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:
7. The RFP.
8. A list of all vendors who received the RFP.
9. The name and address of each Respondent.
10. The amount of each offer.
11. A record showing the following:
    1. The name of the successful Respondent.
    2. The dollar amount of the offer.
    3. The basis on which the award was made.
12. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
13. trade secrets;
14. manufacturing processes;
15. financial information not otherwise publicly available; or
16. 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.
17. **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.
18. **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.
19. **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:
    1. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
    2. Unfair competition or conflict of interest in the decision-making process;
    3. An illegal, unethical or improper act; or
    4. 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.

1. **FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

* 1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  3. 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.”
  4. 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.
  5. 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.
  6. 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.
  7. 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).
  8. 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.
  9. 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.

1. **RFP TERMS AND CONDITIONS**

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

1. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
2. 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.
3. 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.
4. 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.
5. 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.
6. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
7. 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.
8. 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.
9. IHCDA reserves the right not to award a contract pursuant to the RFP.
10. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
11. 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.
12. 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.
13. 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:
    * 1. Cease all activities with that Respondent.
      2. Begin contract preparation activities with the next highest ranked Respondent.
14. 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.
15. Additionally, IHCDA will not agree to any of the following terms or conditions:
    1. Any provision requiring IHCDA to provide insurance
    2. Any provision requiring IHCDA to provide indemnity
    3. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
    4. Any provision providing that suit be brought in any state other than Indiana
    5. Any provision providing for resolution of contract disputes
    6. Any provision requiring IHCDA to pay any taxes
    7. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney’s fees
    8. Any provision modifying the applicable Indiana statute of limitations
    9. Any provision relating to the time within which a claim must be made
    10. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
    11. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
    12. Any provision providing for automatic renewal
    13. Any provision requiring IHCDA to agree to limit the liability of the Respondent

<<TYPE SERVICE>>

**QUALIFICATIONS COVER SHEET**

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| Name of Individual, Firm or Business: |  |
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| Address: |  |
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| Phone Number: |  |
| Fax Number: |  |
| Web Site Address: |  |
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|  | |
| QUALIFICATIONS Contact Person: |  |
|  | |
| Title: |  |
| Email Address:  Phone: |  |
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| Contract Signatory Authority: |  |
|  | |
| Title: |  |

## INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

1. **CERTIFICATION OF RESPONDENT**

I hereby certify that the information contained in these qualifications 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment A- Capacity of Potential Providers Response Template**

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| Respondent’s Name: |  |
| Requested Service Area: |  |

**Instructions: Please provide answers in the shaded areas to the questions below (the shaded area will expand as needed to accommodate your full answer). Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the response template must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the response template with referenced sections clearly marked.**

1. **Experience and Capacity**
2. Organizational Capacity- Please complete Section A **only** if your organization has never received Weatherization Assistance Program funds awarded by IHCDA.
3. Provide a brief history of your organization, mission, vision, and programs you currently operate.

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1. Please describe any experience you have administering federal or state grants.

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1. Do you currently operate a housing construction/rehabilitation program? If so, please describe.

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1. Provide at least three references, including contact information, for three different projects you have completed that involved weatherization, rehabilitation, or similar housing work.

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1. If you have not completed similar work, please explain why your proposal should be considered.

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1. Describe your board composition, members’ credentials, how often the board meets, and discuss how the board will oversee weatherization activities (e.g. through staff reports to the full Board, through a Board committee, or through a board member acting as program liaison). Provide a list of all board members and their contact information.

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1. **Project Organization and Staffing**
2. Supervision and Training
3. Describe how your organization will supervise the delivery of the proposed services.

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1. Describe any in-house training requirements for new weatherization crews and contractors, aside from those specified by IHCDA in Section 600 of the Weatherization Policy and Procedures Manual.

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1. Proposed Staffing
2. Identify the roles and responsibilities of all staff that will be involved in the Weatherization Assistance Program, including administrative staff, organization auditors, organization production crew members, contracted auditors, and contractors.

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1. Identify the roles and responsibilities of additional staff your organization plans to hire upon receipt of award, if applicable.

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1. What experience does your staff have in housing-related programs? Include descriptions of your staff’s experience in both administering programs and completing construction/rehabilitation projects.

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1. Crews and Contractor Capacity
2. If you plan to sub-contract all or a portion of the work described in your proposal, please provide a list of those sub-contractors with a description of their skills and experience.

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1. Do you foresee the need to hire new sub-contractors to meet production needs? If so, please describe your plan to procure the needed sub-contractors.

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1. Have all your crews and sub-contractors completed Indiana’s Training Competency program requirements? List each crew and sub-contractor by company and employee name and the completed Competency or BPI (QCI or Energy Auditor) certification (with expire dates). If any crew or contractor employees are in training, please list and the date they will be completed.

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1. What is the monthly production capacity of each of your sub-contractors and in-house crews? Please complete the production schedule below based on the estimated funding in “Funding Amounts, Sources and Periods of Availability”:

Instructions: The table below is an embedded Excel table. Double click on the table to enter your response. Pressing “enter” will add another line to the spreadsheet—use arrow keys to navigate from cell-to-cell.



1. If the capacity indicated in the table above differs from your organization’s current monthly production, describe the specific steps your organization will take to reach these production levels.

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1. Does your current Weatherization Program (if applicable) operate from a price list or individually bid each job? If you use a price list, please attach the most current copy as part of your response.

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1. Quality Assurance and Evaluation
2. Describe your organization’s methodology for quality assurance and evaluation for Weatherization Program services described in Section 1, Part II of the Request for Proposal including, but not limited to, how your organization will ensure funds are used for authorized purposes and how your organization will eliminate chances for fraud, waste, error, and abuse.

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1. Describe your organization’s interim and final/QCI inspection processes. Include details on your organization’s process to correct a failed final inspection and describe qualified staff or contractors for final inspections.

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1. Project Organization
2. Using the steps in Section 1, Part II of the Request for Proposals for reference, describe your organization’s anticipated timeline to complete all Weatherization measures on a home in the table below. In the column titled “Time needed to complete”, include the time between the end of the previous activity and the current activity’s completion (e.g. –If there are seven days between the time mechanical work is completed and an interim audit is conducted, you will enter “7” in the column next to “Conduct interim audit”)

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| Activity | Time needed to complete (in days) | Description of how this timeline will be met |
| Importing a new client from the list of eligible clients and scheduling an initial audit. |  |  |
| Conduct initial audit |  |  |
| Complete mechanical work |  |  |
| Complete shell work |  |  |
| Conduct final inspection-QCI |  |  |
| Enter job data into IWAP |  |  |

1. Describe the process by which your organization will assign jobs to in-house crews or contractors to ensure the above timeline is met.

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1. Describe your organization’s experience with client intake and income verification. Please describe your experience with creating and maintaining client files for beneficiaries of state or federal funds, including any electronic systems you have developed for tracking and reporting work in progress.

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1. Financial Information
2. Does your organization have an indirect cost-allocation plan as required by OMB Circular A-122? If so, please describe it and how an award based on this proposal would affect it.

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1. Please describe your organization’s financial management system, accounting system, internal financial controls, and the process used for cash management and fund accounting.

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1. Does your organization currently undergo a yearly audit? If so, does it meet the criteria set forth in OMB Circular A-133? Please attach audited financial statements for the most recent 2 fiscal years. If you do not undergo annual audits but have statements compiled or reviewed by a certified public accountant, please attach most recent two (2) fiscal years’ compiled statements. If neither of these describes your financial statement process, please provide any information that demonstrates your financial stability.

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1. Meaningful Access for Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Recipient agrees to take reasonable steps to ensure meaningful access, to weatherization services by LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

Please list or describe the actions being taken or will be taken in order to ensure meaningful access by LEPS to weatherization assistance.

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