

# REQUEST FOR PROPOSALS (RFP)

for

#### WEATHERIZATION ASSISTANCE PROGRAM SOFTWARE

# INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY 30 South Meridian Street, Suite 900 Indianapolis, IN 46204 http://www.in.gov/ihcda/

317-232-7777

ISSUE DATE: Monday October 23, 2023 RESPONSE DEADLINE: Monday November 20, 2023, 5:00 PM EST

#### TABLE OF CONTENTS

# PART 1 SCOPE OF THIS REQUEST

- 1. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)
- 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
- 3. SCOPE OF SERVICES
- 4. RFP TIMELINE

#### PART 2 RFP PROCESS

- 1. SELECTION PROCESS
- 2. QUALIFICATIONS EVALUATION CRITERIA
- 3. RESPONSIBLE RESPONDENT REQUIREMENTS
- 4. RFP SUBMISSION ITEMS
- 5. FORMAT FOR SUBMISSION AND DUE DATE

#### PART 3 TERMS AND CONDITIONS

- 1. STATE POLICIES
- 2. FEDERAL REQUIREMENTS
- 3. RFP TERMS AND CONDITIONS
- 4. QUALIFICATIONS COVER SHEET
- 5. CERTIFICATION OF RESPONDENT
- 6. APPLICATION CHECKLIST
- 7. BUDGET
- 8. DATA SYSTEM FEATURES
- 9. TECHNICAL CONSIDERATIONS

# **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 data system and project management software for the Weatherization Assistance Program (Wx) as detailed in the Scope of Services 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 (WX)

The Weatherization Assistance Program (Wx) provides energy conservation measures to reduce the utility bills of low-income Hoosiers across the state. The program 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 our network of 19 Local Service Providers to perform weatherization work.

#### 3. SCOPE OF SERVICES

The Bipartisan Infrastructure Law (BIL) provided additional funding for the Weatherization Assistance Program (Wx), allowing Indiana the opportunity to search for a data system that will aid in the administration of the Wx program and accommodate the reporting needs of DOE and the organization.

The provider should have extensive expertise in the delivery, customization, and implementation of Wx data systems and project management software. Indiana has 19 subgrantees, known as Local Service Providers (LSPs), that administer the Wx program across the state, covering 92 counties. Each subgrantee has staff that will require training from the provider during the implementation stage of the new data system. We anticipate at least 3 LSPs will be selected as pilot groups that will begin working with IHCDA and the provider early on in this process. In addition to working with the pilot LSPs, the provider will need to have a training plan for the implementation of the software system. We anticipate the non-pilot LSPs will have a broad range of comfort levels with technology, which may require additional support and training from the provider.

The data system/project management software should be capable of tracking and reporting all eligible weatherization services performed for residential clients who receive Wx assistance. IHCDA is interested in a system that can monitor and track Wx jobs, track weatherization activities from application through completion, prioritize Wx applicants, report financial expenditures, and track required fields for state and federal reporting requirements.

IHCDA's priorities include, but are not limited to, the following:

- Replacement of IHCDA's current Wx data system, IWAP;
- Importing relevant historical data from IWAP into the new system to comply with DOE reporting requirements and track homes that have been weatherized in the previous 15 years;
- Customization of the new system to meet the unique needs of the Wx network;
- Statewide Wx Application or an API with an application software to collect applicant information;
- Ability to track Wx jobs from application through completion;
- Technical assistance and training from the provider for IHCDA and subgrantees on how to use the new data system;
- Ability for IHCDA to view the system from the client/LSP side;
- Establish key technical support from provider for future enhancements/upgrades;
- Dashboards!

# 4. RFP TIMELINE

Below is a tentative project timeline. We hope to have the new data system live for Indiana's Weatherization Network by July 2024. If the respondent feels that this is not realistic, they may pose a different timeline in their response.

October 23, 2023	RFP released to the general public.
November 1, 2023	Questions from potential respondents concerning RFP due to IHCDA by 5:00 p.m. EST. Questions may be submitted via email to IHCDAEnergy@ihcda.IN.gov with the subject line "Wx RFP Questions."
November 8, 2023	IHCDA will post Q&A to website based on respondent questions received via email.
November 20, 2023	Respondent must submit proposal by 5:00 p.m. in PDF format.
November 30, 2023	IHCDA will review responses and select finalists to present system demo(s). Finalists will be notified of the date and time for their virtual presentations.
December 4 <sup>th</sup> and 7 <sup>th</sup> 2023	Virtual presentations of software systems.
January 2024 January 2024	Final Selection and IHCDA Delegation Contract start date.
January 2024	Initial system build and customization for Indiana.
March 2024	Provider will begin to work with 3 pilot sites while we trial run the new system.

#### **RFP PROCESS**

#### 1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA. Respondent must also be responsive and responsible as described in Section 2 and 3 of Part 2 of this RFP. Selection of a Respondent is at the sole discretion of IHCDA.

#### 2. 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. Strength of client references.
- 5. Knowledge of data systems and project management software related to the Weatherization Assistance Program that are recognized by the Department of Energy (DOE).
- 6. Knowledge of state and federal reporting requirements for Weatherization.
- 7. Ensuring system is user-friendly while protecting sensitive client information.
- 8. Competitive fee (include a list of pricing options/models that you offer).

#### 3. 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 as indicated by supplied references;
- **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 supplied all requested information;
- 7. 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
- **8.** Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred from federal/State of Indiana contracting opportunities. 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.
- 9. Preserve the confidentiality of applicant and state government data.

#### 4. RFP SUBMISSION ITEMS

A major portion of the proposal will include filling out tables and textboxes, in addition to submitting attachments or documents. In sections where attachments are allowed, it will be indicated in the directions for each submission section. Where separate attachments are allowed, all documents should be submitted in Times New Roman 12-point font with 1-inch margins. Please limit your responses to the textboxes provided for the remaining questions we are seeking responses for. Please submit your proposal in the following format:

- 1. Qualifications Cover Sheet (includes link to Video Demo)
- 2. Certification
- 3. Application Checklist
- 4. Organization Qualifications and Experience
- 5. Key Personnel Identification
- 6. Scope of Work (Data System Features and Technical Considerations)
- 7. Timelines
- 8. Budget
- 9. Client References (3)

#### A. Qualifications Cover Sheet

The Respondent must submit a completed Cover Sheet which is located in Appendix A of this RFP, including the Summary of Qualifications and the table at the bottom of the page.

a. All Respondents must include a link to a video demonstration (no longer than 10 minutes) showing how their data system works. Please include the point of view of the agencies who will be using this system on a daily basis.

#### **B.** Certification

a. Please complete and attach the Respondent Certification located in Appendix B of this RFP.

#### C. Application Checklist

a. Please fill out and attach the application checklist located in Appendix C of this RFP.

#### D. Organization Qualifications and Experience (1 page maximum)

Please provide a 1-page narrative describing your company's qualifications and experience with Weatherization data systems and project management software. This can be attached as a PDF. This section should include the following information:

- a. A brief description of the organization.
- b. Describe your experience with developing and implementing Weatherization data systems and project management software at the state level.
- c. In this section, please tell us which states and/or local agencies use your Weatherization software and for how long they have used it.

#### E. Key Personnel Identification (Up to 1 page per Team Member)

<u>Key personnel would be the people directly assigned to work with IHCDA on this project</u>. Please provide the qualifications and experience of the key personnel that would be working on the software. Responses can be attached in PDF form. Responses should include:

a. Identification of key personnel.

- i. Include their role for this project. For example: Point of Contact, Trainer, etc.
- b. Resumes and Qualifications for this project.
  - i. The individuals noted in the proposal must have experience in creating and implementing software systems. Please highlight experiences working with state government agencies and Weatherization programs.

#### F. Scope of Work

- a. For the Scope of Work, <u>please respond to Appendix E and Appendix F</u> to provide a detailed description of how your data system will meet IHCDA's desired features and technical requirements.
  - i. We do not expect a technical proposal in addition to what is provided in Appendix E and Appendix F. The responses to these sections will serve as the Scope of Work for your proposal.

#### G. Timelines

We hope to have the new data system for Indiana's Weatherization Network as soon as possible. Please submit a feasible and realistic timeline of how your organization will deliver a system that meets current/upcoming DOE requirements while meeting IHCDA's desired features and functionalities. Respondents should submit 2 separate timelines: The first for the initial build, customization, and longer-term system rollout. The second for your proposed training plan for the pilot groups and the LSPs. Both timelines should be submitted as separate attachments in PDF form. Please see below:

- a. <u>Customization and System Rollout Timeline:</u>
  - i. Please provide a detailed description of the full timeline for the new system to be built, customized, and implemented. The proposed timeline should also include the software demonstrations that will take place in December 2023. IHCDA would like to roll out the new system at the start of one of the following program years:

a. New DOE: April 2024b. New BIL: July 2024

c. New LIHEAP: October 2024

- ii. This timeline should include the initial system customization, the pilot testing phase, any further customization, and when the network might switch to the new data system.
- b. Training and Technical Assistance Timeline:
  - i. Please provide a detailed description of what the training plan will be for the pilot groups and the rest of the Weatherization network. In the timeline and training plan, please also include the following information:
    - a. Describe the training plan for the pilot groups and when the remainder of the LSPs will be trained on the new system.
    - b. Include a description of what type of training materials will be provided and how the network will access these materials.
    - c. Describe how you will train the network as future enhancements are implemented.

#### H. Budget

a. Using the chart from Appendix D, please give us your proposed budget for each stage of this project.

#### I. Client References (3)

Please provide three references of clients who use your software system for Weatherization that we can contact to get an independent assessment of your system capabilities. These can be attached in PDF form. One of your references must be a state agency. Please include the following:

- a. Organization Name/State,
- b. Brief description of the software, and
- c. Contact person's name, telephone number, and email address.

## 5. FORMAT FOR SUBMISSION AND DUE DATE

Respondent's proposal must be submitted via email.

Joely Pope
Energy and Utility Programs Special Projects Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
IHCDAEnergy@ihcda.IN.gov

The deadline for submission is Monday November 20, 2023, 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.

By submitting a proposal to IHCDA, your organization is agreeing to adhere to the terms and conditions outlined in our contract template and the additional State of Indiana Office of Technology requirements. Please see the attachments which can be found on IHCDA's Public Notices webpage.

In your response, please note any exceptions that you may need if selected to build the Weatherization software. This can be uploaded in the proposal as a separate attachment in PDF form following the Cover Sheet and Certification.

# **TERMS AND CONDITIONS**

#### 1. STATE POLICIES

- 1. 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.
- 2. <u>PAYMENTS</u>: 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.
- 3. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>. 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. <u>CONFIDENTIALITY OF STATE INFORMATION</u>. 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. <u>APPEALS/PROTEST</u>: 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. 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.
- b. 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.
- c. 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."
- d. 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.
- e. 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.

- f. 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.
- g. 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).
- h. 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.
- i. 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.

#### 3. 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, 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
  - 1. Any provision providing for automatic renewal
  - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

# **APPENDIX A. Qualifications Cover Sheet**

Name of Individual, Firm, or Business:		
Tax Id:		
Address:		
Phone Number:		
Website Address:		
Website Address: Software Video Demonstration Link:		
Contact Person:		
Title:		
Email Address:		
Phone Number:		
Contract Signatory Authority:		
Title:		
Total Budget Amount: \$		
Summary of Qualifications to Complete This Work (250 words or less)		
	Yes	No
Does your organization have experience working with State Weatherization agencies?		

	Yes	No
Does your organization have experience working with State Weatherization agencies?		
Does your organization have experience in creating Weatherization specific software?		
Can your organization commit to a virtual software demonstration on December 4 <sup>th</sup> or		
December 7 <sup>th</sup> , 2023?		
Does your software include a Statewide application or ability to collect intake information?		

# **APPENDIX B. Certification**

# INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

# **CERTIFICATION OF RESPONDENT**

Firm name:

I hereby certify that the information contained is and may be viewed as an accurate representation I acknowledge that I have read and understood abide by the terms and conditions contained he	on of proposed services to the requirements and p	to be provided by this organization.
I am tl	ne	of
the (type name of signatory authority) corporompany and the Respondent herein, and I am Housing and Community Development Author	legally authorized to sign	gn this and submit it to the Indiana
18 U.S.C. § 1001, "Fraud and False Statements," p of the executive, legislative, or judicial branch of twillfully: (1) falsifies, conceals, or covers up by any false, fictitious, or fraudulent statement or represent the same to contain any materially false, fictitious and/or imprisoned for not longer than five (5) years	he Government of the Unit y trick, scheme, or device a ation; or (3) makes or uses a , or fraudulent statement of	ted States, anyone who knowingly and material fact; (2) makes any materially any false writing or document knowing
Respondent:		
Signed:	_	
Name:	-	
Title:		
Date:		

# APPENDIX C. Application Checklist

Proposal Submission Items	Check
Qualifications Cover Sheet	
Link to 10-minute Software Video Demonstration	
Completed Questionnaire on Cover Sheet	
Certification	
Document Noting Contract/IOT Exceptions	
Organization Qualifications and Experience	
Key Personnel Identification	
Data System Features Chart	
Technical Considerations (all sections)	
Timelines	
Budget	
Client References (3)	

# **APPENDIX D. Budget**

Please submit your budget using the following table. If there will be additional budget items not listed in this table, please include those as needed.

SERVICE	FEE	HOW FEE IS	PAYABLE	PROCESS	BUDGETED
		CALCULTED			AMOUNT
Briefly describe the	\$ Amount	Describe how each fee	Indicate	Describe the	Total \$
service/tasks	per service	was calculated. Please	when the	process for how the	Amount
		provide a justification for	service is	payment will be	Budgeted for
		the cost of each service	expected to	made (Example:	this service
		listed in this table.	be paid for (Example:	Contractor submits invoice,	
			Upon	IHCDA pays	
			completion	within X days).	
			of Task 1)		
Hosting Fee			,		
Software					
Licensing/Software					
Development					
Training					
Maintenance					
Installation					
Professional					
Services					
TOTAL					

# **APPENDIX E. Data System Features**

The vendor's proposed data system should contain all of the following capabilities. Please indicate whether your product currently has each feature, if your company is currently building the feature, if you can build our desired features, or if the feature or capability is not possible to build. For each feature, select only one response by filling an X into the checkbox.

<b>Key Weatherization Features</b>	Currently	Currently	Can	Not
	Have	Building	Build	Possible
Intake/Client Application				
Do you have a Weatherization application for clients?				
Is there an API to work with another system to collect				
applicant information?				
Do you currently have the data points necessary from				
clients to complete an application? (Example:				
client/household information)				
Can the system collect client income documentation?				
Does the system have the ability to collect utility account				
information/interface with Vendor Portals?				
Do dates auto populate when filling out any forms in the				
system?				
Can you see all actions on an individual application from a				
system audit?				
Eligibility Determination		,		
Does the system have Categorical Eligibility Options?				
Can the system determine income eligibility?				
Prioritization/Waitlist				
Does the system have a waitlist?				
Do you have a waitlist prioritization tool/process?				
Do you have a waitlist management tool/process?				
Can your waitlists be customized at the IHCDA or LSP				
level?				
Deferral/Walkthrough				
Does the system have the ability to upload pictures (forms				
and client information)?				
Does the system have the ability to upload different file				
types?				
Can applicants complete forms in the system?				
Does your product have a mobile application?				
Does the system list Deferral Reasons?				
Does the system auto populate dates? Show date of				
walkthrough?				
Energy Audit				
Can the system sync with NEAT/MHEA?				
Can it sync with other energy auditing/modeling software?				
Can work orders be created in the system?				
Deferral Remediation		'		
Does your system allow you to select measures called for?				

D ': 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Г	
Does it allow you to track what measures were completed?		
Does it show if the home was inspected?		
Can the system identify which funding sources were used		
for each individual weatherization job?		
Does the system show who completed the work?		
Can it show dates/total time taken to complete a job?		
Health & Safety	l l	T I
Does it show which measures are called for?		
Can the system show what measures were completed?		
Does it show if the home was inspected?		
Can the system identify which funds were used?		
Does it show who completed the work?		
Interim Inspection		
Does the system have an inspection checklist to make sure		
the home is safe to go to Shell?		
Does the system allow the user to go back to the original		
forms and fill out what has been completed?		
If the system has inspection checklists, can it auto populate		
required steps from previous measures in the system?		
Is it possible to assign contractors to specific measures?		
Shell Work		
Does it show which measures are called for?		
Can the system show what measures were completed?		
Does it show if an inspection was completed?		
Does it show which funds were used for each job?		
Does it show who completed the work?		
Is there an automation process that can automatically send		
work orders to Weatherization contractors?		
Can contractors themselves confirm in the system what		
stage the job is at/when the job is complete?		
Is there a built-in contractor module to track workflow?		
Closeout		
Does the system have the ability to lock/unlock jobs?		
Can the system lock/unlock jobs in batches?		
Does the system have a module for Quality Control		
Inspections (QCI)?		
Does the system have the ability to track/edit Quality		
Assurance (QA) forms?		
Can we determine what funding sources (DOE, BIL,		
LIHEAP) were used for each individual job?		
Invoicing		
Is there an invoicing module?		
Can the system receive/accept invoices?		
Can the system reject/deny invoices?		
IHCDA Claims		
Can the system print claim documentation and other		
documents in batches (PDF form)?		
Does it interface with pay roll systems?		
<u> </u>	<u> </u>	l

Can it track work hours per measure?		
Is there a custom calculation capability?		
Is there an inventory library (for materials on the job)?		
Does your system estimate/calculate the average cost per		
unit (including overhead)?		
Monitoring		
Do you have a monitoring module?		
Reporting		
Does your system meet federal DOE reporting		
requirements?		
Does your system have Ad hoc reporting capabilities?		
Can the same report from all LSPs/agencies be pulled		
down at once in a batch?		
Does your system track for Davis-Bacon requirements?		
General System Capabilities		
Can the system send communication automatically to		
clients/applicants?		
Does the system have the ability to track homes/units		
served with unique identifiers?		
Does the system have signature capabilities?		

## **APPENDIX F. Technical Considerations**

1. Communication Plan

All Respondents must provide answers to the following questions in your submission. Please fill in the textboxes for your responses. Separate attachments are not required for this section. Please do not attempt to make the textboxes larger. We ask that your responses for each question are detailed, but brief. Finalists will have the opportunity to go into more detail regarding their system capabilities if selected for a virtual software demonstration.

a.	Please describe how you would communicate and work with IHCDA on future technology enhancements, fixing bugs, responding to issues with the system, etc.
b.	Please explain how your organization responds to tickets/if you have a ticketing system.
c.	As state and federal reporting requirements may change, describe how you will work with IHCDA to address new needs and changes for the system.
c.	
c.	
c.	
	to address new needs and changes for the system.  Please also detail the frequency of planned communication with IHCDA and the other stakeholders
	to address new needs and changes for the system.  Please also detail the frequency of planned communication with IHCDA and the other stakeholders
	to address new needs and changes for the system.  Please also detail the frequency of planned communication with IHCDA and the other stakeholders

2. API Capabilities
a. What is your process for creating a new API? Please provide examples.
b. What other programs can your Weatherization software already interface with? Examples include LIHEAP, energy modeling, DMS, HUD, etc.
c. What formats can the system handle for imports and exports?
<ul><li>d. How does the system handle multiple funding sources?</li><li>i. Can it braid multiple funding sources for one Weatherization job?</li></ul>
ii. Can you pair specific line items to the funding source?

<ul> <li>e. How does your system link data? Please describe: <ol> <li>i. Any relationships to ensure Unique IDs are accurately captured.</li> <li>ii. How the system handles relationships between tables/queries and what/how key identifiers are used.</li> </ol> </li> </ul>
3. Security
a. Please describe how your system will balance having a user-friendly interface while protecting Personally Identifiable Information (PII) and meeting Indiana State IT requirements?
b. Have you or your partners ever had a data breach?
i. If so, please describe what you did to address the situation.
ii. How would you inform IHCDA that a data breach has occurred?

c. Please describe the permission capabilities your software has and at what levels.  iii. Will utility vendors have access to the software/how much access are they granted?  iv. Does your software already have a built-in rebate module for Weatherization jobs?
4. Client Application
a. What does income eligibility/determination look like in your system?
b. How does your system collect data/allow notes on individual cells?
c. If clients can complete forms in the actual system, what file types and sizes are accepted? What layers of security are provided to protect against files with viruses attached to them?

d.	If you do have a mobile application, what platforms does it work on? (Example: iPhone and Android).
e.	If you have a mobile application, what processes can be completed in the application? How do you ensure it is encrypted (at rest, in transit, and in use)?
5.	Enhancement and Customization Policy
a.	Please describe your process for working with state weatherization agencies on enhancements or requested updates of the system.
6.	Energy Auditing and Modeling
a.	If the system can sync with other energy auditing/modeling software, what does that process look like? What other software can it link to?
b.	How are measures put into the system? What can be customized or added to these lists?
b.	How are measures put into the system? What can be customized or added to these lists?

c. As the State, can we put a list of measures into the system? Can it be modified by us as needed Or is the list already built in? (Measures might change based on IHCDA or DOE policy).	d?
7. Weatherization Work Orders	
a. How are work orders developed and utilized in the system? Are there any project management tools built in?	ent
8. <u>Deferrals and Inspections</u>	
a. If a home is not safe to go to shell, how does the system handle this? Does it assign tasks to specific contractor to address any concerns before the job can move forward?	a
9. Invoicing and Reporting	
a. What does the invoicing process look like in your system? (From the contractors to the Loc Service Providers).	cal

b. How are reports managed? Can users create their own custom reports? Can we archive old reports?
c. How does the system deal with changeover time?
d. Who has control over what reports can be made/ensure we are meeting federal guidelines?
10. General System Capabilities
a. Does your system currently have a module that deals with utility rebates? If yes, please describe.
<ul><li>b. Does your system track multi-family Weatherization jobs? What works for other states?</li><li>i. How does your system handle large and small multi-family jobs?</li></ul>

c. Does your system have a job planning or management tool? If yes, please describe.
<ul> <li>d. What does it look like to add/subtract from a process over time?</li> <li>i. If we received a new grant, can we add in questions to this process? What does this look like from a customization standpoint?</li> <li>ii. Can IHCDA add things to the system with ease? Or just your organization?</li> </ul>
e. Is there any other module that you have built that we should know about for Weatherization? What stands out about your software compared to competitors?