



REQUEST FOR APPLICATIONS

for

**WEATHERIZATION SERVICE PROVIDER FOR MIAMI, CASS, AND
WABASH COUNTIES**

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: June 22, 2026

RESPONSE DEADLINE: July 13, 2026, 5:00 PM EST

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PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR APPLICATIONS (“RFA”)

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 U.S. Department of Energy (“DOE”) guidelines (“Responses”). The organization awarded funding through this RFA will become the permanent weatherization provider for Miami, Cass, and Wabash counties effective August 1, 2026, 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 Weatherization Assistance Program (“WAP”). 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 respondent, IHCDA may negotiate with existing respondents, or put all or part of the territory up for rebid to find a subrecipient who will serve all counties that need to be covered.

In the event it becomes necessary to revise any part of this RFA, addenda will be published on IHCDA’s website.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The mission of IHCDA is to advance opportunity, affordability, and stability in housing. IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that uses its financing to serve low and moderate-income Hoosiers. IHCDA leverages public and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come.

VISION

IHCDA envisions an Indiana with a sustainable quality of life for all Hoosiers in the community of their choice.

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. IHCDA leverages public and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come.

- **Explore new ideas and solutions.**
We cultivate creativity, curiosity, and conversation. We constantly strive for innovation and excellence.
- **Celebrate success.**
We honor individual wins, recognize partners’ achievements, and share stories of the people in our programs.
- **Communicate with transparency.**

We are clear, honest, open, and timely in our communication. We understand communication requires both sharing and listening.

- **Design our processes and programs with the person in mind.**

We emphasize accessibility, ease of use, and elimination of obstacles.

- **Seek to maintain the public's trust.**

We understand that trust is earned, not guaranteed. We exhibit accountability, integrity, and good stewardship in all programs and practices.

- **Engage and collaborate with partners.**

We empower partners to expand their capacity and to leverage their relationships in the community. We provide technical assistance and training to support their success.

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.

3. 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.

A. The Awardee will be charged with providing the following services:

- 1) **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 one of the following: 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.
- 2) **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, available at <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.

- 3) **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.
- 4) **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 Indiana Weatherization Assistance Program online tracking software (“WAPLink”) to facilitate reporting to the IHCDA and U.S. Department of Energy (“DOE”).
- 5) **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, available at <https://www.in.gov/ihcda/program-partners/weatherization-assistance-program-wx/>.
- 6) **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
- 7) **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 which can be found at <https://www.in.gov/ihcda/program-partners/weatherization-assistance-program-wx/>.
- 8) **Reporting Requirements for Program & fiscal Data:** The Awardee will be required to enter all required job information into WAPLink.

B. Quality Assurance and Evaluation Specifications:

- 1) **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
- 2) **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).

4. RFA TIMELINE

June 22, 2026	RFA released to the general public along with a public hearing notice
July 1, 2026	Respondent questions due to IHCDA (if applicable). Questions may be submitted via email to Kenny McIntyre at KeMcIntyre@ihcda.in.gov with the subject line “IHCDA Wx Expansion”
July 8, 2024	IHCDA will post questions and answers to IHCDA’s Public Notices webpage based on respondent questions received via email
July 13, 2026	Respondents must submit proposals by 5:00p.m. (COB) in PDF format
July 14, 2026	Hold Public Hearing

July 15-17, 2026	Proposals are scored, new subrecipient is notified (7/10)
July 20, 2026	New subrecipient is notified / Vendors not selected are notified

PART 2 RFA PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

A. Potential applicants must meet the qualifications of 10 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.” Agencies and organizations not meeting *all* of the requirements in 10 CFR §440.15 should not respond to this RFA. (For the purposes of this RFA, the terms “sub-grantee” and “subrecipient” are used interchangeably.) Eligible respondents must be in good standing with IHCDA, the state of Indiana, and the federal government.

B. REGULATORY ELIGIBILITY

To be considered for award, 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 RFA. Requirements of 10 CFR §440.15 include the following:

- a. Each sub-grantee is a CAA or other public or nonprofit entity;
- b. 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.

To ensure compliance with the public hearing requirement, the decision from this RFA will be made following a public hearing as noted in the timeline in Part I above.

C. ITEMS TO BE INCLUDED IN THE PROPOSAL

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

- 1) Qualifications Cover Sheet;
- 2) Attachment A – Capacity of Potential Providers Response Template;
- 3) Certification Of Respondent;
- 4) Respondent’s Financial Statements; and

5) Respondent's State of Indiana Certificate of Existence from the Secretary of State.

D. REQUIREMENTS FOR 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. Respondents must answer all questions in Attachment A.

1) Experience and Capacity

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 can manage WAP in an efficient and effective manner may also be included in this part of the application.

2) Project Organization and Staffing

a. Supervision and Training

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

b. 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.

c. 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. Procurements for items funded with Weatherization Assistance Program must follow applicable provisions of 10 CFR 440 and 2 CFR 200.318 through 2 CFR 200.326.

d. 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 prevent fraud, waste, error, and abuse.

e. Project Organization

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

f. Financial Information

Respondents must describe the specific financial management systems in place to ensure fiscal responsibility and diminish chances of waste, fraud, error, or abuse. Respondents must demonstrate they are financially capable of handling a project that works on a reimbursement basis.

g. Meaningful Access for Limited English Proficient (LEP) Persons

Respondents must list or describe the actions being taken or will be taken to ensure meaningful access by LEP persons to weatherization assistance. 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.

h. Financial Statements

Respondents shall submit its 2024 and 2025 year-end financial statements as well as a 2025 year-to-date balance sheet and income statements and cash flow statements for 2025.

Additional documents

- a. A copy of your business' State of Indiana Certificate of Existence from the Secretary of State.
- b. Copies of pertinent organizational certifications, designations, licensures.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFA
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFA
3. Experience of the Respondent
4. Demonstrated understanding of Indiana's Weatherization Program, and DOE and IHCDA requirements as outlined within Indiana's State Plan and Indiana's Weatherization Policy and Procedures Manual.
5. Pursuant to 10 CFR §440.15, the following will be considered in the selection of a Respondent:
 - a. 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:
 - i) The sub-grantee's experience and performance in weatherization or housing renovation activities;
 - ii) The sub-grantee's experience in assisting low-income persons in the area to be served; and
 - iii) The sub-grantee's capacity to undertake a timely and effective weatherization program.To ensure compliance with the public hearing requirement, the decision from this RFA will be codified during next year's public hearing and application submittal to DOE.

- b. 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:
 - i) The extent to which the past or current program achieved or is achieving weatherization goals in a timely fashion;
 - ii) The quality of work performed by the sub-grantee;
 - iii) The number, qualifications, and experience of the staff members of the sub-grantee; and
 - iv) The ability of the sub-grantee to secure volunteers, training participants, public service employment workers, and other Federal or State training programs.

Qualifications will be evaluated on a scale as seen in the table below, taking into consideration the CAA preference set forth in 10 CFR §440.15. Proposals which fail the minimum threshold criteria will not be scored.

Category	Maximum Points for Category
Experience & Capacity	25
Project Organization & Staffing	25
Maximum Points:	50

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any award agreement 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, if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFA, and the Respondent shall be advised of the reasons for the determination.

5. RFA SUBMISSION ITEMS

- D. **CERTAIN FOREIGN ADVERSARIES.** By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:
- a. Are not considered a “prohibited person” that is designated as posing a national security threat to the integrity of communications networks or the communications supply chain under 47 CFR 54.9.
 - b. Are not listed in Section 889 of the 2019 National Defense Authorization Act;
 - c. Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
 - d. Are not owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce’s (USDOC) foreign adversaries list under 15 C.F.R. 791.4;
 - e. Are not included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury’s Office of Foreign Asset Control (OFAC); and
 - f. Will not enter into a new award agreement, award agreement amendment, award agreement extension, or award agreement renewal for a good or service with any company that meets any of the above-listed criteria, unless the agency can demonstrate the necessity to do so as outlined in Indiana Executive Order 25-64, paragraph 5.
- E. **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 Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCDA.

The parties acknowledge that the services to be performed by the Respondent for IHCDA under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDA in its computer system or other records. 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 the Respondent, the 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 Agreement.

- F. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS.** Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.

Additionally, if this RFA is related to software, Respondent agrees that IHCDA owns all of the data that it imports, populates or otherwise adds into the Respondent’s software. Therefore, upon the expiration or termination of any award agreement that Respondent enters into with IHCDA pursuant to this RFA, the Respondent must export IHCDA’s data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

- G. **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 award agreement award:

- a. The RFA.
- b. A list of all vendors who received the RFA.
- c. The name and address of each Respondent.
- d. The amount of each offer.
- e. A record showing the following:
 - i. The name of the successful Respondent.
 - ii. The dollar amount of the offer.
 - iii. The basis on which the award was made.
- f. The entire contents of the award agreement file except for proprietary information that may have been included with an offer, such as:
 - i. trade secrets;
 - ii. manufacturing processes;
 - iii. financial information not otherwise publicly available; or
 - iv. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFA itself to be made available for public inspection.

H. **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.

I. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFA, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFA, 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 award agreement. 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.

J. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this agreement 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 agreement 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.

- K. **NONDISCRIMINATION.** Pursuant to the Indiana Civil Rights Law, specifically IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Respondent covenants that it shall not discriminate against any employee or applicant for employment relating to this award agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The Respondent will certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

Respondent does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Respondent's workforce.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- A. **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.

- B. **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.
- C. **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.
- D. **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).
- E. **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 governmentwide 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.
- F. **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.
- G. **Procurement of Recovered Materials**. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

I. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms are considered as set forth below.
- (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules that encourage participation by these business types; and (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce..

J. § 200.322 Domestic preferences for procurements.

- a. To the greatest extent practicable under a Federal award, the subrecipient should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- K. **2 CFR Part 200.** Respondent shall comply with all applicable provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- L. **DOE Requirements.** Respondent shall comply with 10 CFR Part 440 and abide by any required terms and conditions set forth by the United States Department of Energy.

3. RFA TERMS AND CONDITIONS

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

- A. This RFA is a request for the submission of applications 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 RFA, 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 Respondents, to waive any informality in the RFA process, or to terminate the RFA 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 funding pursuant to the RFA.
- 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 agreement preparation activities with the Respondent whose RFA appears to be the most advantageous to IHCDA. If at any time the preparation activities are judged to be ineffective, IHCDA may do the following:
- a. Cease all activities with that Respondent.
 - b. Begin agreement preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDA's most recent Weatherization Assistance Program agreement is attached as an Attachment B to this RFA. By submitting a response to this RFA, Respondent acknowledges the acceptance of IHCDA's Weatherization Assistance Program agreement template and the understanding that such template 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 the agreement be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal

<<TYPE SERVICE>>

4. QUALIFICATIONS COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATIONS
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. 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 RFA 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

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.

I. Experience and Capacity

A. Organizational Capacity- Please complete Section A **only** if your organization has never received Weatherization Assistance Program funds awarded by IHCDA.

1. Provide a brief history of your organization, mission, vision, and programs you currently operate.

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

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

4. "If you do not currently operate a program in housing construction, rehabilitation, or similar work, please explain why your proposal should be considered.

5. Describe your board composition, members' credentials, and 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.

II. Project Organization and Staffing

A. Supervision and Training

1. Describe how your organization will supervise the delivery of the proposed services.

2. Describe any in-house training requirements for new weatherization crews and contractors, aside from those specified by IHCD in Section 7 of the Weatherization Policy and Procedures Manual.

B. Proposed Staffing

1. 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.

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

3. 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.

C. Crews and Contractor Capacity

1. 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.

2. 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.

3. 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 expiration dates). If any crew or contractor employees are in training, please list and the date they will be completed.

[Yellow box]

4. 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” (Enter “0” for the month if you do not anticipate having capacity to begin production for that month):

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.

Month	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Projected Units completed						
Month	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Projected Units completed						
TOTAL COMPLETIONS	0					

5. 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.

[Yellow box]

6. 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.

[Yellow box]

D. Quality Assurance and Evaluation

1. 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.

[Yellow box]

2. 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.

[Yellow box]

E. Project Organization

- Using the steps in Section 1, Part II of the Request for Applications 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”).

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 WAPLINK		

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

- 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.

F. Financial Information

- Does your organization have an indirect cost-allocation plan as required by 2 CFR 200 Subpart E? If so, please describe it and how an award based on this proposal would affect it.

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

- Submit 2024 and 2025 year-end financial statements and 2026 year-to-date balance sheet, income statements, and cash flow statements for the respondent.

G. 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.

--

Attachment B- 2026 Weatherization Assistance Program Agreement

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM GRANT AGREEMENT

Program Year **2026**

Grant Agreement Number: **GrantNumber**

This is a Subaward

This is Not a Research & Development Award

Low-Income Home Energy Assistance

Assistance Listing Number: **93.568**

100% Federal Funding

Department of Health and Human Services

IHCDA was awarded a total amount of **\$76,010,359.00** from DOE

FAIN: **2602INLIEA**

Federal Award Date: **November 25, 2026**

Activity Description: Weatherization services to residents at or below 200% of the poverty level

This Weatherization Assistance Program Carryover Grant Agreement (“Agreement”), entered into by and between the **Indiana Housing and Community Development Authority** (“IHCDA”), and **Subrecipient**, (“Subrecipient”) having a Unique Entity ID (“UEI”) of **UEI**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funding Source.

The purpose of this Agreement is to enable IHCDA to award funding (“Award”) to Subrecipient to implement weatherization services for low-income households (the “Project”) in the Weatherization Assistance Program (“WAP”) being administered by IHCDA. Funding for WAP is provided through the Department of Health and Human Services (“HHS”) through the Federal Low-Income Home Energy Assistance Program (“LIHEAP”) (42 U.S.C. § 8621 et seq., § 8626a, § 6861, 1397a(d), 45 C.F.R. § 96.72, and 45 C.F.R. § 96.85). **The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 5-20-1 et seq. establishing the authority to make this Award, as well as any rules adopted thereunder. The funds received by the Subrecipient pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.**

2. Representations and Warranties of the Subrecipient.

- A. The Subrecipient expressly represents and warrants to the IHCDA that it is statutorily and regulatorily eligible to receive these Award funds, and that the information set forth in its application submitted to IHCDA (“Application”) is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined by IHCDA either that the Subrecipient was ineligible to receive the funds, or the Subrecipient made any material misrepresentation on its Application.
- B. The Subrecipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- C. The Subrecipient shall comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Subrecipient and approved by IHCDA for the purpose of obtaining funding through this Agreement.

3. Implementation and Reporting on the Project.

- A. The Subrecipient shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Application, which is on file with IHCDA and is incorporated by reference. Modification of the Project shall require prior written approval of IHCDA.
- B. Pursuant to Section 6.F. of this Agreement, Subrecipient shall report unit data monthly to IHCDA's Weatherization database. The Subrecipient shall submit to IHCDA other reports upon request.
- C. The Subrecipient shall timely perform or contract to perform all work specified in its Application.

4. Term.

This Agreement commences and is effective on **October 1, 2025** and shall remain in effect through **September 30, 2026**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Agreement.

Subrecipient shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than forty-five (45) calendar days after the expiration of the effective dates specified in Attachment A, or termination of this Agreement.

5. Award Funding.

- A. IHCDA shall fund this Agreement in the amount of \$**Allocation** ("Total Grant Amount"). The Total Grant Amount and approved Program Budget is set forth in **Attachment A** of this Agreement, attached hereto and incorporated herein. The Subrecipient shall not spend more than the amount for each Activity Description in Attachment A without the prior written consent of IHCDA.
- B. The disbursement of Award funds to the Subrecipient shall not be made until all documentary materials required by this Agreement have been received and approved by IHCDA and this Agreement has been fully approved by IHCDA.
- C. The Subrecipient must begin expending any **grant amounts set forth in any previously executed and in-effect Low-Income Home Energy Assistance Weatherization Grant Agreement** between Subrecipient and IHCDA before it begins expending the corresponding line items set forth in this Agreement. The Subrecipient must reference the **Program Year and apply to the Program Year line-item in Online Claim System of these certain Agreements.**
- D. **The amount of funding that the Subrecipient uses for administrative costs shall be no more than 7%.**
- E. The parties agree that IHCDA's payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCDA is under no obligation to make payment hereunder, except to the extent that funds are available.

6. Payment of Claims.

- A. Funding shall be paid to Subrecipient as a reimbursement for authorized expenses incurred for WAP activities funded pursuant to this Agreement, and in accordance with the current **Weatherization Assistance Program Policy and Procedure Manual** ("WAP Policy & Procedure Manual") as amended from time to time, this Agreement, Attachment A, the current LIHEAP Budget Form submitted by Subrecipient and approved by IHCDA, and the fiscal policies and procedures of the IHCDA, all of which is incorporated herein by reference. Subrecipient may be reimbursed for activities conducted during the Term in an amount not to exceed the Total Grant Amount specified in Attachment A. Following the expiration or termination of this Agreement, Subrecipient shall reconcile all costs incurred through this Agreement pursuant to instructions in Paragraph (H)-(J) below. Subrecipient must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Subrecipient and Subrecipient's issuance of checks, warrants, or payments by other means for program purposes. As required by IC § 4-13-2-14.8, all payments will be by

the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the IHCDCA Controller.

- B. The amount of funding from all appropriate Federal sources that Subrecipient uses for planning and administration of WAP activities funded under this Agreement shall be a percentage set by IHCDCA. In no event, however, shall the total amount of funding paid to Subrecipient under the Activity Description of “Administration” exceed seven (7.00%) of the funding that is actually expended by Subrecipient under this Agreement. Subrecipient shall pay from non-Federal sources the remaining costs of planning and administering the activities funded under this Agreement. At closeout, the Subrecipient shall be required to reimburse IHCDCA for any amount of funding paid to the Subrecipient under the Activity Description entitled, “Administration” that EXCEEDS the aforementioned amount described herein.
- C. The parties agree that IHCDCA’s payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCDCA is under no obligation to make payment hereunder, except to the extent that funds are available.
- D. IHCDCA may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Total Grant Amount if the Subrecipient fails to meet applicable program requirements or if the Subrecipient’s expenditures for production and number of completions are substantially below the network’s average.
- E. IHCDCA will review Subrecipient’s weatherization production completions and its expenditures under this Agreement. If Subrecipient’s expenditures and production fall substantially below the schedule of production contained in Subrecipient’s approved Budget (the “Standard”) and Subrecipient has not addressed the shortfall with IHCDCA and developed a plan to raise its performance up to the Standard, then IHCDCA may, at its sole discretion, decrease Subrecipient’s Total Grant Amount and reallocate the remaining unexpended funds to another Subrecipient.
- F. The Subrecipient shall administer its program to comply with the following benchmarks as identified in its approved LIHEAP Budget Form: (1) The Subrecipient shall complete the Quarterly Production Amounts as designated in its approved Budget Form; and (2) The total Quarterly Production Amounts must equal the number of units projected to be completed by the end of the Production Period.
 - 1) The Production Period follows the effective Performance Period term as specified in Section 4. The Subrecipient shall complete all projected units within this term.
 - 2) IHCDCA will compare Subrecipient’s claims and expenditures against the Subrecipient’s approved Budget in order to verify Subrecipient’s compliance with the above-referenced benchmarks. In addition, Subrecipients shall report unit data monthly to IHCDCA’s Weatherization database, currently [WAPLink](#). These reports are due monthly by the end of the first week of each following month.
- G. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from IHCDCA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by I.C. 4-13-2-20.
- H. Subrecipient shall pay all vendors, subcontractor and Subrecipient invoices within forty-five (45) days of the date of receipt. For the purposes of this Agreement, “pay” shall mean the act of depositing checks in the mail for delivery to the subcontractor or Subrecipient or pick-up of checks by the vendor, subcontractor or Subrecipient from the Subrecipient.
- I. Subrecipient shall maintain financial and accounting records which identify costs attributable to each Activity Description specified on Attachment A. Subrecipient shall further maintain annual, written, cost methodologies, which identify procedures for attributing costs to each Activity Description. More restrictive fiscal accountability may be required of Subrecipient by IHCDCA should IHCDCA determine that Subrecipient

is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana, IHCDA, or the United States Government.

- J. Subrecipient shall maintain the funds received from IHCDA pursuant to Attachment A and this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and Attachment A.
- K. Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Subrecipient pursuant to this Agreement. Subrecipient shall manage all funds received through this Agreement in accordance with the cost principles described in subparts A, B, D, E and F of 45 CFR 75.
- L. Subrecipient shall submit to IHCDA, at least monthly, properly completed claims for reimbursement of costs incurred by Subrecipient under this Agreement during the prior month. Claims shall be submitted using IHCDA's online claims system and pursuant to instructions issued by IHCDA. All reimbursements shall be paid in arrears by IHCDA. Claims must be submitted with accompanying supportive documentation as designated by IHCDA so that the Subrecipient may be reimbursed for expenditures that it made pursuant to this Agreement. All claims submitted must be supported by cost information entered into the WAPLink database.
- M. Subrecipient may not claim LIHEAP expenses under the Community Services Block Grant (CSBG).
- N. No costs may be incurred against this Agreement by Subrecipient before or after the Term specified in Section 2. Claims should be submitted to IHCDA within forty-five (45) calendar days after the date services are provided or, as applicable, costs are incurred. All final claims and reports must be submitted to IHCDA within forty-five (45) calendar days after the expiration or the termination of this Agreement, or IHCDA may deny payment.
- O. Subrecipient shall liquidate all outstanding obligations properly incurred during the Term no later than forty-five (45) calendar days after the expiration or termination of this Agreement.
- P. Subrecipient shall, upon written demand by IHCDA, be required to repay IHCDA all sums paid by IHCDA to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, IHCDA shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- Q. IHCDA may withhold payment to Subrecipient if a claim submitted by Subrecipient is inaccurate or if Subrecipient has not complied with the claim preparation instructions issued by IHCDA. IHCDA will notify Subrecipient of any error in the claims submitted so Subrecipient may make the corrections or revisions necessary for payment. **Failure to comply with the provisions of this Agreement may result in the denial of a claim for payment.**
- R. IHCDA may require evidence furnished by the Subrecipient that substantial progress has been made toward carrying out the Program prior to making the first payment under this Agreement. All payments are subject to IHCDA's determination that the Subrecipient's performance to date conforms with the Program as approved, notwithstanding any other provision of this Agreement.
- S. Subrecipient shall, upon written demand by IHCDA, be required to repay IHCDA all sums paid by IHCDA to Subrecipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Subrecipient results in an audit exception or cost disallowance, IHCDA shall have the right to set off such amount against current or future allowable claims, demand cash

repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

- T. IHCDA will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, in part, Ind. Code §§ 5-17-5-1 et seq., 34-54-8-5, and 34-13-1-6. Notwithstanding the provisions contained in Ind. Code § 5-17-5, the parties stipulate and agree that any liability resulting from IHCDA's failure to make prompt payment shall be based solely on the amount of funding originating from IHCDA and shall not be based on funding from federal or other sources. **Because this agreement is funded wholly with federal sources, any payments that the IHCDA may delay, withhold, deny, or apply under any section in this Agreement shall not be subject to penalty or interest under Ind. Code § 5-17-5.**

7. Program Monitoring by IHCDA.

IHCDA may conduct on-site or off-site monitoring reviews of the Program during the term of this Agreement and as required by HHS, with IHCDA conducting onsite monitoring annually, with additional monitoring as deemed necessary. The Subrecipient shall extend its full cooperation and give full access to the Program site and to relevant documentation to IHCDA or its authorized designees for the purpose of determining, among other things:

- A. whether Program activities are consistent with those set forth in the WAP Policy & Procedure Manual, and the terms and conditions of the Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Program is in conformity with the amounts for each Activity Description as set forth in Attachment A and that unpaid costs have been properly accrued;
- C. that Subrecipient is making timely progress with the Program, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Program reports submitted to IHCDA.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Subrecipient shall submit to an audit of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years from the date Subrecipient submits to IHCDA its final financial status report for inspection by IHCDA or its authorized designee. Copies shall be furnished to IHCDA at no cost.
- B. Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. as required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). If Subrecipient expends \$1,000,000 or more in federal awards during the Subrecipient's fiscal year, it must submit its single audit to IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. If the Subrecipient expends less than \$1,000,000 in federal awards, it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDA within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.
- C. Any auditor performing a single or program specific audit for the Subrecipient must comply with 45 CFR 75.501. Effective for funds awarded by HHS on or after October 1, 2024, HHS has implemented the \$1,000,000 threshold set forth in 2 CFR 200.501 in place of the former \$750,000 threshold set forth in 45 CFR 75.501.
- D. Sanctions: If Subrecipient does not adhere to the policies referenced in subparagraphs A, B, and C of this section, at IHCDA's sole discretion, it may take appropriate action using sanctions such as:
 - i. Withholding a percentage of this funding until the audit is completed satisfactorily;
 - ii. Withholding or disallowing claims;
 - iii. Suspending all funding from any IHCDA awards until the audit is conducted; or
 - iv. Terminating this Agreement.

- E. Subrecipient shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Subrecipient's financial activities and Subrecipient's claims for reimbursement under this Agreement. Further, Subrecipient shall establish, maintain, and provide to IHCDA such other statistical reports and program reports as are required by the laws, regulations, and policies of IHCDA or the United States Government, including any close-out reports required by IHCDA.
- F. The parties agree that prompt compliance by Subrecipient with a request by IHCDA to submit program and financial documentation is critical to this Agreement and that a failure of Subrecipient to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDA.
- G. Subrecipient shall not dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Agreement without the express written approval of IHCDA, unless current market value of equipment has fallen below \$5,000.
- H. The parties agree that IHCDA and the United States Government, through its agencies and instrumentalities, shall have the right to enter the premises of Subrecipient or any subcontractor of Subrecipient and inspect or audit any records and property maintained by Subrecipient or its subcontractors in connection with this Agreement. Subrecipient and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of IHCDA or the United States Government. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.
- I. The Subrecipient must provide access to IHCDA, the HHS, the U.S. Department of Energy ("DOE"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Subrecipient which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- J. Subrecipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of IHCDA or the United States Government.
- K. Subrecipient agrees that IHCDA has the right to make recommendations and findings in connection with any program or fiscal audit of Subrecipient's operations related to this Agreement, and Subrecipient agrees to comply with any corrective actions specified by IHCDA, within the time limits established by IHCDA.
- L. Following any IHCDA monitoring visit to Subrecipient, IHCDA will provide a written report to Subrecipient. IHCDA's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Subrecipient. In the event that specific corrective action is required, Subrecipient will have thirty (30) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCDA. A failure of Subrecipient to comply with IHCDA's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCDA and Subrecipient will meet at the earliest convenience to resolve the issue in question.
- M. Subrecipient shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Subrecipient's possession purchased with federal or state funds through this Agreement. The schedule shall be maintained at Subrecipient's office(s) and provided to IHCDA upon request. The schedule shall include:
 - a. A brief description of the property;
 - b. **The FAIN, federal award number under which the property was purchased;**
 - c. A manufacturer's serial number, model number, federal stock number, national stock number, or other identification number of the property;

- d. The source of the property, including the award number;
- e. Whether title vests in the Subrecipient or the federal government;
- f. The acquisition date (or date received, if the equipment was furnished by the federal government);
- g. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- h. The location and condition of the property and date the information was reported;
- i. Unit acquisition cost; and
- j. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.

N. Subrecipient shall submit all relevant depreciation schedules applicable to the audit period at the time Subrecipient submits its independent audit report.

O. Subrecipient further agrees to comply with any additional requirements that IHCDA may deem necessary with respect to the management and distribution of equipment purchased pursuant to this Agreement.

P. Subrecipient may not purchase or maintain inventory which exceeds an amount necessary for the performance of this Agreement. Further, in addition to the inventory controls mandated by the 45 CFR 75.320, any discrepancy in Subrecipient's inventory which exceeds \$100 must be reported to IHCDA along with a written description of how the lost or damaged inventory item(s) will be replaced.

Q. Subrecipient shall maintain financial and accounting records which identify costs attributable to each Activity Description specified in Attachment A. Subrecipient shall further maintain annual, written cost methodologies, which identify procedures for attributing costs to each Activity Description. More restrictive fiscal accountability may be required of Subrecipient by IHCDA should IHCDA determine that Subrecipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by IHCDA or the United States Government.

R. Subrecipient shall maintain the funds received from IHCDA pursuant to this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and Attachment A.

S. Subrecipient shall maintain all records relative hereto during the effective dates of this Agreement and for a period of three (3) years from the date Subrecipient submits to IHCDA its final financial status report pursuant to this Agreement, or one year from the resolution of any outstanding administrative, program or fiscal audit question, negotiation, claim, audit, litigation or other action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.

9. Compliance with Laws.

A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IHCDA and the Subrecipient to determine whether the provisions of this Agreement require formal modification.

B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IHCDA as set forth in Ind. Code § 4-2-6, et seq., Ind. Code § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code 4-2-6-1, has a financial interest in the Agreement, the Subrecipient shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of**

this Agreement. If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Subrecipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to IHCDA. The Subrecipient agrees that any payments currently due to IHCDA may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to IHCDA.
- D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by IHCDA, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, the Subrecipient agrees that IHCDA may suspend funding for the Program. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by IHCDA or its agencies, and IHCDA decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that IHCDA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest. A determination by IDOA shall be binding on the parties. Any payments that the IHCDA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by Ind. Code §5-17-5.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Program shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with IHCDA. IHCDA shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify IHCDA immediately thereof.
- F. The Subrecipient affirms that, if it is an entity described in Ind. Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by Ind. Code § 5-22-3-7:
 - (1) The Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) Ind. Code § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or
 - (iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if Ind. Code 24-4.7 is preempted by federal law; and
 - (B) the Subrecipient will not violate the terms of Ind. Code § 24-4.7 for the duration of this Agreement, even if Ind. Code §24-4.7 is preempted by federal law.
 - (2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Agreement even if Ind. Code § 24-4.7 is preempted by federal law.

H. The Subrecipient shall also comply with all applicable federal guidance including, without limitation:

1. C.F.R. Part 440, as amended;
2. 10 C.F.R. Part 440, Appendix A; and
3. Subparts A, B, D, E and F of 45 CFR 75.

10. Confidentiality.

The Subrecipient understands and agrees that data, materials, and information disclosed to the Subrecipient may contain confidential and protected information. The Subrecipient covenants that data, material and information gathered, based upon or disclosed to the Subrecipient for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCDA or the client.

The parties acknowledge that the services to be performed by Subrecipient for IHCDA under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDA in its a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Subrecipient 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 Subrecipient, Subrecipient 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 Agreement.

11. Continuity of Services.

A. The Subrecipient recognizes that the service(s) to be performed under this Agreement are vital to the State and must be continued without interruption and that, upon Agreement expiration, a successor (either IHCDA or another subrecipient or contractor) may continue them. The Subrecipient agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Subrecipient shall, upon the IHCDA's written notice:

1. Furnish phase-in, phase-out services for up to ninety (90) days; and
2. Negotiate in good faith a plan with IHCDA and the successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the IHCDA's approval. The Subrecipient shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

C. The Subrecipient shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The personnel records and allow the successor to conduct on-site interviews with these employees.

D. The Subrecipient shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period that result from phase-in, phase-out operations).

12. Debarment and Suspension.

A. The Subrecipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of IHCDA. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify IHCDA if any subcontractor becomes debarred or suspended, and shall, at IHCDA's request, take all steps required by IHCDA to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- C. No entity may participate in these programs in any capacity or be a recipient of Federal funds if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180, 376, and 2424 for debarment and suspension provisions. The Subrecipient must include a similar term and condition for all subawards or contracts awarded under this Agreement.

13. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Subrecipient will give written notice to IHCDA within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Subrecipient certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

14. Employment Eligibility Verification.

As required by Ind. Code § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. The Subrecipient does not knowingly employ or contract with an unauthorized alien. The Sub-grantee shall not retain an employee or contract with a person that the Sub-grantee subsequently learns is an unauthorized alien.
- B. The Subrecipient shall require its contractors who perform work under this Agreement to certify to Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien

IHCDA may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by IHCDA.

15. Fees.

Subrecipient and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized in writing by IHCDA.

16. Funding Cancellation.

As required by Financial Management Circular 3.3 and Ind. Code § 5-22-17-5, when the Director of the State Budget Agency or the Executive Director of IHCDA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled. A determination by the Director of the State Budget Agency or the Executive Director of IHCDA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in courts located in Marion County, Indiana.

18. Ineligible Expenses.

The Subrecipient shall promptly repay, out of non-federal resources, IHCDA for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” or “unallowable” by any of the following: IHCDA, HHS, the Department of Energy, 45 CFR 96.80, 2 CFR 200, 45 CFR 75, any audit, or the WAP Policy & Procedure Manual. This includes all services provided to households that are not determined to meet programmatic eligibility criteria.

19. Indemnification.

The Subrecipient agrees to indemnify, defend, and hold harmless IHCDA, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses arising from or connected with any act or omission of the Subrecipient and/or its subcontractors, if any, in the performance of this Agreement. Subrecipient shall require any subcontractor to indemnify Subrecipient, IHCDA, and the State of Indiana, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. IHCDA shall not provide such indemnification to the Subrecipient.

20. Independent Contractor.

The Subrecipient is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as provided in Section 11, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

21. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the

federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

22. Insurance and Bonding.

The Subrecipient shall maintain insurance with coverages and in such amount as may be required by IHCDA or as provided in any documents submitted by the Subrecipient and approved by IHCDA for the purposes of obtaining funding through this Agreement.

- A. Subrecipient agrees to provide general liability insurance coverage relative hereto in the minimum amount of \$1,000,000 for bodily injury and property damage. Subrecipient shall also secure insurance in amounts sufficient to reimburse Subrecipient for damage to any property purchased with state or federal funds.
- B. If Subrecipient is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Subrecipient may elect to provide such coverages.
- C. Subrecipient agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- D. Subrecipient agrees to provide to IHCDA, upon request, Certificates of Insurance for its insurance policies (including unemployment and workers' compensation insurance for the Subrecipient's employees), that illustrate the types of coverage, limits of liability, and expiration dates of Subrecipient's policies. Subrecipient shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Subrecipient through IHCDA or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Subrecipient's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein and specify IHCDA as an obligee or additional insured. Subrecipient shall immediately notify IHCDA if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCDA shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCDA within ten (10) days of the notice of cancellation, Subrecipient agrees to return to IHCDA the balance of all monies paid to Subrecipient by IHCDA under this Agreement.
- E. Subrecipient may incur costs to obtain a Pollution Occurrence Rider to the general liability coverage as part of this Agreement.
- F. The Subrecipient shall secure and keep in force during the Term of this Agreement Cyber Liability Insurance addressing risks associated with electronic transmissions, the internet, networks and informational assets, with limits of no less than \$700,000 per occurrence and \$2,000,000 in the aggregate.

23. Licensing Standards.

Subrecipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Subrecipient or its subcontractors to deliver services pursuant to this Agreement. IHCDA shall not be required to reimburse Subrecipient for any services performed when Subrecipient or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Subrecipient agrees to notify IHCDA immediately thereof.

24. Mandatory Disclosures; Fraud.

- A. The Subrecipient must disclose, in a timely manner, in writing to IHCDA all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The Subrecipient's failure to make these disclosures may subject to the Subrecipient to remedies of non-compliance set forth in 45 CFR 75.371.

- B. This Agreement may be suspended and/or terminated, in accordance with state and federal rules and regulations, if IHCDA determines that Subrecipient or any of its employees, agents or contractors have committed fraud or has mis-used or misappropriated funds received under this Agreement or another agreement between Subrecipient and the IHCDA. In this event, IHCDA may de-obligate and/or re-distribute all or any portion of this award. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.

25. Modification.

- A. The parties agree that due to the uncertain availability of state and/or federally allocated funds, the Total Grant Amount for any effective dates specified in Attachment A of this Agreement may be unilaterally decreased by IHCDA immediately upon Subrecipient's receipt of written notice. Notice shall be delivered to Subrecipient at the address specified in Attachment A, by certified or overnight mail.
- B. Subrecipient shall notify IHCDA within ten (10) days of any termination of activities reimbursable pursuant to this Agreement. In the event of such termination, IHCDA may reduce the funding to Subrecipient set forth in Attachment A in accordance with the procedures specified in subparagraph C of this section.
- C. IHCDA may conduct periodic reviews of the utilization of funds provided by IHCDA pursuant to this Agreement. After such a review, IHCDA may decide to require additional safeguards prior to releasing additional funding. IHCDA shall give ten (10) days' notice of its decision to instate additional requirements, which notice shall include a statement of reasons for such additional safeguards or requirements. Subrecipient may, within the ten-day notice period, present to IHCDA written documentation explaining why such safeguards or requirements should not become final. IHCDA retains the right, after a review of such documentation, either to implement or to modify its proposed actions.
- D. Should IHCDA or Subrecipient determine that budgeted amounts for any Activity Description or line item contained in Attachment A, require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCDA to Subrecipient, so long as the changes do not increase the Total Grant Amount specified in Attachment A. To request a budget modification, Subrecipient must submit the request in a form specified by IHCDA.
- E. Notwithstanding any other provision of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Subrecipient or to extend this Agreement in any way.
- F. If this Agreement is terminated for any reason, IHCDA shall be liable for payment only for services properly provided prior to the date of termination. IHCDA shall not be liable for any costs incurred by Subrecipient in reliance upon this Agreement after the effective date of termination.
- G. IHCDA will review Subrecipient's weatherization completions and review expenditures for which funding is provided to Subrecipient under this Agreement. If Subrecipient's expenditures for production fall substantially below the schedule of production contained in Subrecipient's approved Budget (the "Standard"), and if Subrecipient has not addressed the shortfalls with IHCDA and developed a plan to bring its performance up to the Standard, IHCDA may decrease Subrecipient's Total Grant Amount and reallocate the remaining unexpended funds.
- H. Should IHCDA decide to alter its methodology for allocating funds among its weatherization Subrecipients as set forth in IHCDA's State Weatherization Plan, IHCDA agrees that, pursuant to 42 U.S.C. § 8624 subsection (c), each substantial revision thereof shall be made available for public inspection in such a manner as will facilitate timely and meaningful review of, and comment upon, such plan or substantial revision.

26. Nondiscrimination.

A. Nondiscrimination in Employment.

1. Pursuant to the Indiana Civil Rights Law, specifically Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
2. Subrecipient covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Subrecipient's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IHCDA and any applicant or employee of the Subrecipient or any subcontractor.

B. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following requirements:

1. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), including requirements for programs and activities that are conducted by HHS or receiving Federal financial assistance from HHS. Section 504 and the Americans with Disabilities Act (ADA) protect qualified individuals with disabilities from discrimination on the basis of disability in the provision of benefits and services. In accordance with 45 CFR Part 84, Subrecipient agrees that no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program receiving funds provided through this Agreement.
2. Section 508 of the Rehabilitation Act of 1973, covering access to electronic and information technology provided by HHS.
3. Title II of the ADA of 1990, covering all health care and social services programs and activities of public entities.
4. Section 508 of the Rehabilitation Act of 1973, covering access to electronic and information technology provided by HHS
5. Title II of the Americans with Disabilities Act (ADA) of 1990, covering all health care and social services programs and activities of public entities.

C. Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance. Subrecipient agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.). In accordance with 45 CFR Part 91, Subrecipient agrees that no person shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving funds provided through this Agreement.

D. Nondiscrimination Under Programs Receiving Federal Assistance. Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). In accordance with 45 CFR Part 80, Subrecipient agrees that no person shall; on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving funds provided through this Agreement. The Subrecipient must administer its projects in

compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. In addition, health and education programs must be administered in an environment free of sexual harassment.

- E. Additional Nondiscrimination Requirements. Subrecipient further agrees to comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, familial status, or status as a veteran, be excluded from participating in or denied the benefit of Subrecipient's services, or otherwise be subjected to discrimination under any program or activity for which Subrecipient or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Subrecipient agrees to immediately take measures to effectuate this provision.
- F. The parties agree that publicity releases or other public references, including media releases, websites, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, familial status, or status as a veteran.
- G. The Subrecipient will be required to document compliance with all nondiscrimination laws, executive orders, and regulations.
- H. Non-Discrimination on the Basis of Sex in Education Programs and Activities Benefitting from Federal Financial Assistance. Subrecipient shall comply with 45 CFR 86 which effectuates Title IX of the Education Amendments of 1972, as amended by Pub. L. 93-568, 88 Stat. 1855 (except sections 904 and 906 of those Amendments) which is designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance, whether or not such program or activity is offered or sponsored by an educational institution.

27. Notice to Parties.

Whenever any notice, statement or other communication is required under this Agreement, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to IHCDA shall be sent to:

Josh Pearson
Weatherization Grants Analyst
30 S. Meridian Street, Suite 900
Indianapolis, IN 46204
E-mail: jpearson@ihcda.in.gov

- B. Notices to the Subrecipient shall be sent to:

Executive Director

E-mail: _____

As required by Ind. Code § 4-13-2-14.8, payments to the Subrecipient shall be made via electronic funds transfer in accordance with instructions filed by the Subrecipient with the Indiana Auditor of State.

28. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; (2) this Agreement; (3) Attachments prepared by IHCDA; (4) **the WAP Policy & Procedure Manual**; (5) any documents, proposals, plans, or budgets submitted by the Subrecipient and approved by IHCDA for the purposes of obtaining funding through this Agreement, as applicable; and (7) **any attachments prepared by Subrecipient**. All of the foregoing are incorporated fully herein by reference.

29. Program Income.

Any program income earned by Subrecipient from activities conducted with funds obtained through this Agreement must be maintained and expended by Subrecipient in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations, policies, and this Agreement. Subrecipient must maintain and provide to IHCDA an accounting of all program income earned as a result of funds being provided through this Agreement.

30. Public Record.

The Contractor acknowledges that the State will not treat this Agreement as containing confidential information This Agreement is a public record subject to the Indiana Access to Public Records Act (Ind. Code § 5-14-1.5).. Use by the public of the information contained in this Agreement shall not be considered an act of IHCDA.

31. Remedies Not Impaired.

No delay or omission of the IHCDA in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

32. Severability.

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

33. Subcontractors.

Subrecipient must request and receive approval from IHCDA for any subcontracts or subgrants awarded pursuant to this Agreement in an amount greater than Twenty-Five Thousand Dollars (\$25,000.00). Subrecipient agrees to enter into a written agreement with each subcontractor and provide copies of each subcontract to IHCDA upon request. Subrecipient shall require any subcontractor to comply with the provisions set forth in this Agreement. Subrecipient shall remain responsible to IHCDA for the performance of part or all of this Agreement by any subcontractor and shall monitor the performance of any subcontractor. Subrecipient agrees to notify IHCDA of any breach of any of the provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

Subrecipient shall remain responsible to IHCDA for the performance of part or all of this Agreement by any subrecipient and shall monitor the performance of any subrecipient. Subrecipient agrees to notify IHCDA of any breach of any of the provisions in this Agreement by a subrecipient and work with subrecipient to rectify the breach or terminate the agreement with the subrecipient.

34. Termination for Breach.

- A. If either party has failed to comply with the terms of this Agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part or terminate this Agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date. IHCDA will not be liable for activities or services performed after the effective date of termination.
- B. Failure to complete the Program and expend State, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall entitle IHCDA to suspend grant payments, and to suspend the Subrecipient's participation in IHCDA grant programs until such time as all material breaches are cured to IHCDA's satisfaction.

- C. The expenditure of State or federal funds other than in conformance with the Program or Attachment A may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to IHCDA all funds not spent in conformance with this Agreement.
- D. If IHCDA determines that any breach of this Agreement by Subrecipient endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDA may terminate this Agreement by orally notifying Subrecipient of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- E. Subrecipient agrees that IHCDA may terminate this Agreement if Subrecipient ceases doing business for any reason. IHCDA will notify Subrecipient of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Subrecipient ceases doing business.
- F. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by certified or overnight mail.
- G. Subrecipient shall provide written notice to IHCDA of any change in Subrecipient's address, legal name or legal status including, but not limited to, a sale or dissolution of Subrecipient's business. IHCDA reserves the right to terminate this Agreement should Subrecipient's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Subrecipient's legal status.
- H. Subrecipient acknowledges and agrees that due to programmatic changes required in the Program by IHCDA and/or federal agencies, IHCDA may terminate this Agreement at the end of the performance period specified in Attachment A upon sixty (60) days written notice to Subrecipient specifying the reasons for termination.
- I. If this Agreement is terminated pursuant to any paragraph in this section or Section 35, Subrecipient shall remit to IHCDA, within sixty (60) days of such termination, any unexpended funds and such other payments received by Subrecipient determined to be due IHCDA. The action of IHCDA in accepting any such amount shall not constitute a waiver of any claim that IHCDA may otherwise have arising out of this Agreement.
- J. Upon expiration of the effective dates specified in Attachment A, or termination of this Agreement, regardless of whether such termination occurs under this section, IHCDA may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Subrecipient pursuant to this Agreement, and all property purchased by Subrecipient with state or federal funds under this Agreement, be delivered to IHCDA. IHCDA may require the transfer of records or property to its own offices or to a designated successor.
- K. IHCDA shall provide a full and detailed accounting of any property or records taken from Subrecipient and shall make any records available to Subrecipient as necessary for subsequent audit. IHCDA and Subrecipient may negotiate amounts of reimbursement related to Subrecipient's expenses for a period of closeout. In no event, however, shall IHCDA reimburse Subrecipient an amount exceeding the Total Grant Amount for any applicable effective date period set forth in Attachment A of this Agreement.
- L. This Agreement may be suspended and/or terminated if the Subrecipient does not comply with requirements and corrective actions contained in any Quality Improvement Plan imposed upon the Subrecipient by IHCDA or if Subrecipient has breached another agreement with IHCDA.

35. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Agreement may be terminated, in whole or in part, by IHCDA whenever, for any reason, IHCDA determines that such termination is in the best interest

of IHCD. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Program properly done prior to the effective date of termination. IHCD will not be liable for work on the Program performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

36. Taxes.

The IHCD is exempt from state, federal, and local taxes. The IHCD will not be responsible for any taxes levied on the Subrecipient as a result of this Agreement.

37. Waiver of Rights.

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

38. Additional Federal Requirements.

The Subrecipient shall comply with all applicable federal laws, regulations and requirements, including applicable requirements of 2 CFR Part 200 and the requirements listed below.

A. Conflicts of Interest.

- i. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- ii. If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- iii. The Subrecipient must disclose in writing any potential conflict of interest to IHCD.

B. Eligibility And Appeals

- 1) The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and operating procedures.
- 2) IHCD and Subrecipient agree to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.

- C. Environmental Protection Agency. The Subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q) , section 508 of the Clean Water Act (33 U.S.C. 1368), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (For contracts, subcontracts, and subgrants of amounts in excess of \$150,000). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. Federal Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA reporting requirements will apply to any funding awarded by IHCDCA under this Agreement in the amount of \$30,000 or greater. The Subrecipient, as a Subrecipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of Subrecipient’s parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).

- 1) Unique Entity Identifier (UEI). Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide IHCDCA with a valid Unique Entity ID (“UEI”) that identifies the Subrecipient. Accordingly, the Subrecipient shall register for and obtain a UEI within fifteen (15) days of execution of this Agreement if it does not currently have a UEI. A UEI is assigned when an entity registers with the System for Award Management at SAM.gov. If the Subrecipient is already registered at SAM.gov, a UEI has already been assigned, and the Subrecipient may find its UEI by logging into SAM.gov.
- 2) System for Award Management (SAM). The Subrecipient shall register in the System for Award Management (“SAM”), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at <https://sam.gov/content/home>.
- 3) Executive Compensation. The Subrecipient shall report the names and total compensation of the five (5) most highly compensated officers of Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.300) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.300); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

E. Indirect Cost Rate or Cost Allocation Plan

- 1) Subrecipients may use either an indirect cost rate or a direct cost allocation plan. According to 45 CFR 75.414(f), if the Subrecipient chooses to use an indirect cost rate but has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in 45 CFR 75. Regardless of the indirect cost rate, the Subrecipient’s total administrative costs may not exceed the maximum allowed percentage for administrative costs under this Agreement, and all indirect costs must be allowable costs under this Agreement.
- 2) As described in 45 CFR 75.403 Factors affecting allowability of costs, regardless of whether a Subrecipient uses an indirect cost rate or a direct cost allocation plan, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If an indirect cost plan is chosen, this methodology, once elected, must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate for a rate, which the Subrecipient may apply to do at any time.

- 3) Effective for funds awarded by HHS on or after October 1, 2024, HHS has implemented the de minimis rate of 15% set forth in 2 CFR 200.414(f) and the MTDC definition set forth in 2 CFR 200.1 in place of the 10% de minimis rate and MTDC definition previously set forth in 45 CFR Part 75. Regardless of the indirect cost rate, the Subrecipient's total administrative costs may not exceed the maximum allowed percentage for administrative costs under this Agreement, and all indirect costs must be allowable costs under this Agreement.

F. Internal Controls. As set forth in 2 CFR 200.303, the Subrecipient must:

- 1) Establish, document, and maintain effective internal control over the federal award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 2) Comply with federal statutes, regulations, and the terms and conditions of this award.
- 3) Evaluate and monitor the Subrecipient's entity's compliance with statutes, regulations and the terms and conditions of the federal award.
- 4) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit or monitoring findings.
- 5) Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information and other information the HHS awarding agency or IHCDCA designates as sensitive or other information the Subrecipient considers sensitive and is consistent with applicable federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

G. Lobbying Activities

- 1) Pursuant to 31 U.S.C. § 1352, Subrecipient hereby certifies that no appropriated funds may be expended by the Subrecipient to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Subrecipient is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCDCA.
- 3) Subrecipient shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Agreement and any transactions with IHCDCA. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 5) Subrecipient shall comply with the provisions of 45 CFR part 93.

H. Meaningful Access to 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 Subrecipient shall take reasonable steps to ensure meaningful access to activities for 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 Program, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc. Language assistance services required must be provided free of charge, be accurate and timely, and protect the privacy and the independent decision-making ability of the individual with limited English proficiency.

- I. Prohibition on Expending Federal Award Funds for Covered Telecommunications Equipment or Services. As described in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending loan or grant funds (to include direct and indirect expenditures as well as cost share and program) to:
- (1) Procure or obtain,
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Pub. L. 115- 232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- J. Trafficking Victims Protection Act of 2000, As Amended (22 U.S.C. 7104). Subrecipient agrees to comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended. Subrecipient, its employees, or subrecipients under this award, and subrecipients’ employees may not do any of the following:
- 1) Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the Agreement or subawards under this Agreement; or
 - 4) Engage in acts that directly support or advance trafficking in persons, including the acts set forth in 22 U.S.C. 7104 (g)(4).

Non-compliance with this Section may be deemed a material breach and grounds for immediate termination of this Agreement.

39. Additional Specific LIHEAP Weatherization Requirements.

- A. During the Term, Subrecipient shall weatherize eligible units in compliance with the terms of this Agreement and Attachment A, as well as any Federal or State statutes or regulations pertaining thereto, including but not

limited to 42 U.S.C. § 8621 et seq.; I.C. § 4-12-1-14.2; and 45 C.F.R. Part 96; the requirements specified in subparts A, B, D, E and F of 45 CFR 75; and all other applicable Federal, State, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement. Subrecipient specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all health and safety standards.

- B. Subrecipient shall perform weatherization services during the Term in accordance with the U.S. LIHEAP State Plan for the State of Indiana, the Indiana Weatherization Field Guide/SWS, the Indiana WAP Policy & Procedure Manual, other State Weatherization directives as applicable, and any amendments thereto (collectively “State Weatherization Plan and Directives”). The Subrecipient’s signature on this agreement signifies its responsibility to follow all work standards as outlined in the documents referenced in this paragraph.
- C. Subrecipient agrees to weatherize homes as specified in Subrecipient’s plan of services, and any amendments thereto.
- D. Subrecipient shall comply with all of the training and certification requirements that are specified in the State Weatherization Plan and Directives.
- E. Subrecipient shall provide in-home energy education regarding reducing energy consumption and health and safety concerns to the persons who receive the weatherization services pursuant to this Agreement.
- F. If, after a review of Subrecipient’s performance, IHCDA finds that Subrecipient has exceeded the Standard and if IHCDA has sufficient funding available to reimburse Subrecipient for additional work, IHCDA may offer reallocated funds to Subrecipient.
- G. Procedure to Ensure that Homes that Have Received Weatherization Services within Five (5) Years of Unit Completion are Not Reweatherized. The Subrecipient shall not provide weatherization services to any home that has previously received weatherization services in the last five (5) years (including units partially weatherized through WAP or under other Federal programs). The Subrecipient agrees to take the following actions in order to ensure that homes that have received weatherization services in the last five (5) years are not re-weatherized: 1) enter each client’s address into WAPLink, which will identify whether the client’s home has been weatherized; (2) ask each client whether his or her home has been weatherized; and (3) perform a visual inspection on each home to identify whether previous weatherization measures have been performed and if an auditor suspects that weatherization services have previously been rendered in a home, he or she must check with the local agency that has historically provided weatherization services to that area in order to inquire about any records pertaining to any services previously provided. Subrecipient must fully cooperate with any inquires of this type from IHCDA, or from any weatherization service provider. Subrecipient’s failure to comply with any such request could result in immediate suspension of payments under this Agreement or termination of this Agreement.
- H. Policy for the Removal/Suspension of Contractors from The IHCDA Weatherization Assistance Program. This policy shall apply to any contractor, contractor employees, or Subrecipient crew members that are providing weatherization services as a part of the WAP. Under this policy the contractor, contractor’s employees or Subrecipient crew members can be disciplined in the following manner: (1) denied participation until remedial training, as directed by IHCDA, is completed; (2) denied participation in the WAP for a period up to two (2) years; (3) suspended or debarred permanently under IHCDA’s Suspension & Debarment Policy as described below. The following violations by contractors and/or Subrecipient crews can lead to disciplinary action.

Violations:

- A. Repeated occurrences of failed Combustion Appliance Zone (CAZ) testing resulting in re-work;
- B. Repeated occurrences of failing to properly complete required heating systems forms;
- C. Repeated monitoring findings related to the contractor or persons performing the work;

- D. Repeated incidents of unsatisfactory, sub-standard work performance;
- E. Repeated incidents of Subrecipient having to repay funds related to poor work performance by contractor;
- F. Repeated incidents of violating IHCD, DOE or LIHEAP program requirements;
- G. Fraudulent activity or fraudulent charges that are being reimbursed by the Weatherization Assistance Program; or
- H. Negligent work performance that leaves clients or other workers in imminent danger (Health and Safety- i.e., carbon monoxide allowed to enter the home or gas leak not addressed).

Consequences:

1. Remedial Training. A contractor or persons performing work that fall under any of the categories (A-B) will be recommended for remedial training and will be denied participation until remedial training is completed.
2. Denial of Participation. A contractor or persons performing work that fall under any of the categories (C-F) can be denied participation for up to 2 years.
3. Permanent Debarment. A contractor or persons performing work that fall under category (G and H) will fall under the IHCD Suspension & Debarment Policy, which could lead to permanent debarment from providing weatherization services funded through IHCD's Weatherization Assistance Program.

Subrecipients must make sure that contracts with sub-contractors specify remedies for breach of the provisions of the contract including termination. In addition, Subrecipients should provide a copy of this policy to its contractors.

- I. All reallocations shall be accomplished in accordance with this Agreement.
- J. Subrecipient shall select subcontractors in a manner that assures competitive procurement of services in compliance with all applicable laws, including but not limited to 45 CFR 75.327 through 45 CFR 75.335. Neither Subrecipient nor any subcontractor of Subrecipient shall be reimbursed until such time as Subrecipient has performed an inspection of the work performed and has determined in writing that any such work has been completed in a satisfactory manner.
- K. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Subrecipient shall adhere to subparts A, B, D, E and F of 45 CFR 75 and IHCD policies regarding procurement.
- L. Subrecipient acknowledges and agrees that funds provided through this Agreement shall not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- M. Subrecipient shall no longer be able to claim funds through this grant for the replacement of refrigerators in homes weatherized.
- N. Subrecipient acknowledges and agrees that it must maintain a maximum allowable average cost per unit under Support Operations (line item 5) in an amount not to exceed Nine Thousand and 00/100 Dollars (\$9,000.00). Subrecipient acknowledges and agrees that it must maintain a maximum allowable average cost per unit under Capital Intensive Operations (line item 6) in an amount not to exceed Fifteen Thousand Four Hundred and 00/100 Dollars (\$15,400.00).
- O. Subrecipient acknowledges and agrees that the funds provided through this Agreement shall be used to supplement, and not supplant, State or local funds and, to the extent practicable, to increase the amounts of such funds that would be made available in the absence of Federal funds for carrying out activities specified in this Agreement.

- P. No subcontractor of Subrecipient shall be paid for any work performed until such time as Subrecipient has performed an inspection of all of the weatherization work completed and has determined that any such work has been performed in a satisfactory manner (“Final Inspection”). Effective April 1, 2015, all final inspections in Indiana must be performed by a Building Performance Institute (BPI) Quality Control Inspector (“QCI”) certified individual. Where subcontractors are utilized, the cost of materials shall be separated from the cost of associated labor in billings submitted to Subrecipient by the subcontractor.
- Q. In conducting activities pursuant to this Agreement, Subrecipient must secure, to the maximum extent practicable, the services of volunteers, training participants, public service employment workers, and participants in other Federal or State of Indiana training and employment programs, to work under the supervision of qualified supervisors.
- R. Subrecipient shall ensure that all Weatherization staff and sub-contractors who perform or provide Weatherization services to client homes receive and adhere to all standards as outlined in Indiana Weatherization Field Guide SWS-Aligned Edition, the WAP Policy & Procedure Manual, the Department of Energy Weatherization Assistance Program State Plan for Indiana and other State Weatherization directives as applicable. The Subrecipient’s signature on this agreement signifies its agreement and responsibility to follow all work standards as outlined in the documents referenced in this paragraph as well as its responsibility to ensure that its weatherization staff and sub-contractors receive and review these documents and use them to guide the weatherization work performed in client homes by them.
- S. Subrecipient shall include language in sub-contractor contracts requiring that all weatherization services will be performed in accordance with the standards outlined within the documents as described in Subsections B and P of Section 3 of this Agreement.
- T. Any vehicles purchased in part or fully with LIHEAP funds must list IHCDA as the first lienholder on the vehicle’s title. Title to the vehicle will remain with IHCDA until the Subrecipient is ready to dispose of the vehicle or purchase it with unrestricted funds.
- U. Children’s Health Insurance Program. In conjunction with the services provided by Subrecipient pursuant to this Agreement, Subrecipient hereby agrees to provide information supplied by IHCDA to families served by Subrecipient regarding Hoosier Healthwise, Indiana’s Children’s Health Insurance Program (CHIP), established under Ind. Code § 12-17.6-1-1 et seq. Further, if families served by Subrecipient specify health care for their children as a need, Subrecipient agrees to refer the family to the Hoosier Healthwise Helpline, 1-800-889-9949.
- V. Closeout.
- 1) The Subrecipient must submit, no later than the Closeout Date described in Attachment A, all financial, performance information and other information as required by the terms and conditions this Agreement and IHCDA’s Closeout Form.
 - 2) The closeout of a federal award does not affect any of the following:
 - a) The right of IHCDA to disallow costs and recover funds on the basis of a later audit or other review.
 - b) The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - c) Audit requirements in subpart F of 45 CFR 75.
 - d) Property management and disposition requirements in 45 CFR 75.317 through 75.323.
 - e) Records retention as required in 45 CFR 75.361 through 75.365.
- W. Copyrights. IHCDA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which Subrecipient or its subrecipients or contractors purchases ownership with grant support.

X. Environmental Tobacco Smoke. Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq.), which require that smoking not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18) years old, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services, and all subgrantees must certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Y. Equal Treatment of Faith-Based Organizations. The Subrecipient shall comply with 45 CFR 87.3, including the following requirements:

- 1) Equal participation of faith-based organizations in HHS programs and activities. Faith-based organizations are eligible, on the same basis as any other organization, to participate in the Program. The Subrecipient shall not discriminate against an organization on the basis of the organization's religious character, motives, affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.
- 2) Nondiscrimination requirements. The Subrecipient shall not, in providing services or in their outreach activities related to such services under this Agreement, discriminate against a beneficiary or prospective beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- 3) Beneficiary notice. The Subrecipient shall give written notice to beneficiaries and prospective beneficiaries of certain protections in a manner and form prescribed by HHS, as set forth in 45 CFR 87.3. The required language for this written notice to beneficiaries is set forth in Appendix A to Part 87—which can be found here: <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-87/appendix-Appendix%20A%20to%20Part%2087>.
- 4) No additional assurances from faith-based organizations. If the Subrecipient selects subcontractors or subgrantees under this Agreement, the Subrecipient shall not require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. The Subrecipient shall not disqualify an otherwise eligible faith-based organization from participating in the Program because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in 45 CFR part 87.
- 5) Separation of explicitly religious activities. Subrecipients and subrecipients of funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such activities separately, in time or location, from the programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HHS-funded programs or services.
- 6) Independence and identity of faith-based organizations. A faith-based organization that participates in the Program retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission including the definition, development, practice, and expression of its religious beliefs; provided that, it does not use direct

Federal financial assistance, whether received through a prime award or sub-award, to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide program-funded services, without concealing, removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members and employees on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- 7) Supplemental funds. If a State or local government voluntarily contributes its own funds to supplement Federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

Z. **Political Activity.** Subrecipient certifies that the funding provided by IHCDCA through this Agreement shall not be used to further any type of political or voter activity. Subrecipient further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

AA. **Posting Federally Funded Disclaimer Language on Documents.** In accordance with Section 505 of Public Law 118-47, the Further Consolidated Appropriations Act of 2024 is applicable to the mandatory grant programs. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds included in this Act, including but not limited to State and local governments and the Subrecipient, shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with federal funds;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

40. Authority to Bind.

Notwithstanding anything in this Agreement to the contrary, the signatory for the Subrecipient represents that s/he has been duly authorized to execute this Agreement on its behalf and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Subrecipient when his/her signature is affixed, and accepted by IHCDCA.

41. Subrecipient Affirmation Clause.

The signatory for Subrecipient hereby affirms, under the penalty of perjury, that Subrecipient has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCDCA to Subrecipient for signature, without prior written approval of IHCDCA.

42. Work Standards.

Subrecipient shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

43. Buy American Act.

Subrecipient acknowledges the intent of the Congress of the United States that only American-made equipment and products should be purchased with funds provided through this Agreement. Therefore, in expending the funds provided hereunder, Subrecipient agrees to comply with 41 U.S.C. §§ 10a-10d, known as the "Buy American Act."

44. Lead Based Paint.

Subrecipient agrees to comply with applicable provisions of the Toxic Substances Control Act (15 U.S.C. § 2681 et seq.), and implementing regulations at 40 C.F.R. Part 745 and any other applicable regulations. Subrecipient further

agrees to comply with the EPA issued Lead Renovation, Repair, and Painting Rule (EPA Rule 40 CFR Part 745) effective April 22, 2010.

45. Qualified Aliens.

“Qualified Aliens” (as defined in 8 U.S.C. 1641) are eligible to receive weatherization services. Qualified Aliens must be documented in accordance with the procedures set forth in Section 301 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCDA’s Partner Website.

46. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321).

A. The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (B)(1) through (5) of this section.

47. Historic Preservation.

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) and receive Section 106 approval from IHCDA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Subrecipient shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

48. Contract Work Hours and Safety Standards Act (40 USC 3701-3708).

Where applicable, all contracts awarded by the Subrecipient 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.

49. Domestic Preferences for Procurements (2 CFR 200.322).

- a. To the greatest extent practicable, the Subrecipient should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

- b. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Subrecipient and the IHCDA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement to IHCDA. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Subrecipient. I also understand that if I decide not to sign this Agreement electronically, I must notify IHCDA so that this Agreement may be re-submitted to me, and I may sign it and return it to IHCDA in the traditional manner.

Subrecipient:

By: _____

Printed Name: **Name** _____

Title: **Title** _____

Indiana Housing and Community Development Authority:

By: _____

Printed Name: Samantha Spergel _____

Title: Chief Community Programs & Services Officer _____

GrantNumber

ATTACHMENT A
2026 GRANT ALLOCATION BUDGET
October 1, 2025

Agency's Legal Name: Subrecipient

Agency's Mailing Address: Address

Agency Grant Contact: SalTitle

Agency Phone and Email: PhoneEmail

Funding Program: LIHEAP Weatherization Assistance Program 2026

Statutory Information: 42 U.S.C. 8621 et seq., 8626a, 6861, 1397a(d), 45 C.F.R. 96.72, and 45 C.F.R. 96.85

Assistance Listing Number: 93.568

IHCDA Grant Number: GrantNumber

Performance Period: 10/1/2025-9/30/2026

Total Grant Amount: \$Allocation

Service Area: ServiceArea

Close out Date (45 days following the close of the grant): 11/14/2026

IHCDA Grant Contact: Josh Pearson, Weatherization Grants Analyst

IHCDA Phone and Email: 317-234-0526, jpearson@ihcda.in.gov

Awarding Official: Sam Spergel, Chief Community Programs & Services Officer

Awarding Official Contact: 30 S. Meridian Street 900, Indianapolis, IN, sspergel@ihcda.in.gov

Activity Description	Amount
1. Administration	Actual Costs
2. Liability Insurance	Actual Costs
3. Supplies	Actual Costs
4. Equipment	Actual Costs
5. Support Operations	Actual Costs
6. Capital Intensive Operations	Actual Costs
Total Grant Amount (Obligated under this Agreement)	\$Allocation