



REQUEST FOR PROPOSALS

for

**WEATHERIZATION ASSISTANCE PROGRAM MONITORING AND
PROGRAMMATIC TECHNICAL ASSISTANCE SERVICES**

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

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

317-232-7777

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RESPONSE DEADLINE: June 16, 2025, 5:00 PM EST

TABLE OF CONTENTS

PART 1 SCOPE OF THIS REQUEST

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

PART 2 RFP PROCESS

- 1. SELECTION PROCESS**
- 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**
- 3. QUALIFICATIONS EVALUATION CRITERIA**
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 5. SCORING**
- 6. RFP SUBMISSION ITEMS**
- 7. FORMAT FOR SUBMISSION AND DUE DATE**

PART 3 TERMS AND CONDITIONS

- 1. STATE POLICIES**
- 2. FEDERAL REQUIREMENTS**
- 3. RFP TERMS AND CONDITIONS**

APPENDIX A: QUALIFICATIONS COVER SHEET

APPENDIX B: CERTIFICATION STATEMENT

APPENDIX C: QUALIFICATIONS AND EXPERIENCE FORM

APPENDIX D: KEY PERSONNEL IDENTIFICATION

APPENDIX E: SCOPE OF WORK FORM

APPENDIX F: BUDGET/FEE SCHEDULE FORM

APPENDIX G: CLIENT REFERENCE FORM

APPENDIX H: IHCDA WEATHERIZATION SERVICE AREAS MAP

PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority seeks to engage with individuals or organizations to provide Weatherization Program Monitoring and Programmatic technical assistance to IHCDA as is detailed in the Scope of Services section of this RFP. IHCDA anticipates entering into a professional services contract(s) with the respondents that are selected pursuant to this RFP. The term of the contract would begin on July 1, 2025, and end June 30, 2026. The contract may be renewed for up to two additional years, to match the life cycle of the DOE grant, upon approval by IHCDA’s Contract Committee before the expiration of each term.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The Indiana Housing and Community Development Authority (“IHCDA”) provides housing opportunities, promotes self-sufficiency, and strengthens communities. To accomplish this we will:

- Pursue innovation in all programs and services;
- Provide thought leadership;
- Emphasize continued quality of services; and
- Continuously improve program management practices and partnership building.

VISION

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

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

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

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

ABOUT THE WEATHERIZATION ASSISTANCE PROGRAM (Wx)

The Weatherization Assistance Program (Wx) provides energy conservation measures to reduce the utility bills of low-income Hoosiers across the state. The program offers clients a permanent solution to reducing their energy bills by making their homes more energy efficient. The United States Department of Energy (DOE) allocates funds to IHCDA for distribution to our network of 19 Local Service Providers to perform weatherization work.

3. SCOPE OF SERVICES

IHCDA is seeking one or more respondents to conduct comprehensive Program Monitoring for Indiana's Weatherization Assistance Program.

Additionally, IHCDA seeks one or more respondents to provide consulting services through programmatic training and technical assistance to IHCDA's Weatherization Team, participating in planning meetings as requested and helping improve the program through advising on policy and procedures.

Respondent may apply to provide both requested services or opt in to only provide Program Monitoring or Programmatic Technical Assistance to IHCDA. The term of the contract would commence on July 1, 2025, and expire on June 30, 2026. The initial activities scope should be for one program year. The total amount allotted for services detailed in this RFP are \$225,000. This range accounts for both the monitoring portion and the programmatic training and technical assistance. Multiple respondents may be chosen for different parts of the scope. The total budget would be divided amongst selected responses. No payments will be made in advance of receipt of services.

Estimated amounts for services include:

- File Review (approximately 155 files)- \$57,500
- Agency Review (19 agencies) - \$22,800
- Administration of Monitoring- \$19,750
- Desktop Consulting - \$30,000
- Onsite Consulting - \$26, 250
- Conference Attendance- \$9,000

PROGRAM MONITORING:

The scope of this work includes monitoring 19 subrecipients that provide weatherization services to homes in all 92 counties in the State of Indiana. Respondent may apply to provide program monitoring for the entire state or select specific service areas. (See Appendix H, entitled "IHCDA Weatherization Service Areas Map.") Program Monitoring includes reviewing agency policies and procedures for compliance, reviewing financials, and providing recommendations for best practices. Program monitoring does not include going on site to clients' homes.

Program monitoring occurs for every subrecipient agency once per year. Program monitors will be required to complete monitoring reports utilizing provided IHCDA forms and share with IHCDA for discussion purposes prior to meeting with the subrecipient to go through the monitoring results. Monitors must maintain a file that contains monitoring documentation which can be accessed by

IHCDA and the U.S. Department of Energy (DOE) during its monitoring visits, in accordance with DOE regulations and IHCDA's Weatherization Assistance Program (Wx) Policy and Procedures Manual.

Agency Monitoring Expectations: Monitor will be responsible for reviewing client eligibility; ensuring program forms are present and filled out properly. Monitor will ensure work orders are compliant, verify that program expenses meet federal guidelines (including Health and Safety), review energy audits, and confirm current client file has all the needed documents in the statewide weatherization database.

Monitor will be responsible for providing instruction of program and verifying certifications/qualifications of staff, employees, and contractors. Monitor will meet with the Wx program managers to encourage and promote best practices. Monitor will review the energy audit runs and pricing and take an in-depth look at runs. Monitor will ensure agencies are meeting procurement standards. Monitor will review the Average Cost Per Unit (ACPU) at time of monitoring and that fiscal obligations meet program guidelines. Monitor will send reports, agreements, and action forms to subrecipients.

Responsibilities will also include taking an in-depth look at Lead Safe work practices and record keeping as well as agency OSHA compliance.

Administrative Monitoring Expectations: Monitor will pull clients from the statewide weatherization database for technical and programmatic review. Monitor will be the scheduling liaison between the technical monitor and subrecipient. Monitor will be responsible for scheduling monitoring of the network and sending notices and requests for information. Monitor will schedule exit interviews and send invites for those interviews. Monitor will put technical agreement form together and send at exit interviews. Monitor will identify trends and needs based on monitoring results for each agency and then cumulatively for IHCDA. Monitor will track progress of monitoring and report to IHCDA on a quarterly basis.

PROGRAMMATIC TECHNICAL ASSISTANCE TO IHCDA:

The respondent selected to provide programmatic technical assistance to IHCDA will:

- Provide guidance on best practices aimed at enhancing overall effectiveness and efficiency of the Weatherization Program.
- Support ongoing development and capability enhancements to the Weatherization Program and provide targeted training and technical assistance to the network.
- Focus on specific needs and challenges ensuring that all stakeholders are equipped with the knowledge and tools necessary for success. This will be as needed and upon IHCDA request.
- Assist with development and maintenance of the State Plan, Wx Policy and Procedure Manual, SWS, Indiana's Wx Field Guide, and State Policy.
- Collaborate while reviewing federal program budgets, advise on best practices to meet spending benchmarks, and ensure adherence to federal guidelines while minimizing state liabilities.
- Provide consultation to improve performance, evaluation of technical and program monitoring processes to identify trends and offer recommendations.
- Advise on technical and programmatic issues, interpreting and applying new federal guidelines as they arise.

- Provide consultation on multifamily projects.
- Work collaboratively with subrecipients to develop better controls for improving work efficiencies and tracking methods.
- Identify improvements to the Statewide database and assist in development and implementation of those changes.
- Create tools, trackers and documents to assist agencies and IHCDA in effective program execution.
- Understand and evaluate IHCDA controls related to claims processing.
 - Identify and address potential issues early ensuring red flags are promptly evaluated.
 - Ensure claim specialist has a thorough understanding of claim allowability to maintain subrecipient compliance and accuracy.

4. RFP TIMELINE

May 27, 2025	RFP released to the general public.
June 2, 2025	Respondent questions due to IHCDA by 5:00 p.m. EST. Questions may be submitted via email to Joely Pope at IHCDAEnergy@ihcda.IN.gov with the subject line “Wx Program Monitoring and Programmatic Technical Assistance to IHCDA RFP Questions.”
June 5, 2025	IHCDA will post questions and answers to IHCDA’s Public Notices webpage based on Respondent questions received via email.
June 16, 2025	Respondent must submit proposal by 5:00 p.m. EST in PDF format.
Week of June 23, 2025	Selection of Respondent(s).

PART 2 RFP 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 RFP. 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 RFP.

Minimum Requirements

- Experience with Weatherization at a state or federal level
- Knowledge of Indiana’s Weatherization Assistance Program
- Experience working with monitoring and/or compliance issues
- Experience in the Energy or Building Performance field

- Knowledge of DOE's program guidelines
 - Standard Work Specifications
 - Weatherization Program Notices (WPNs) and Memorandums
- Ability to problem solve situations associated with Indiana's Wx program
- Ability to understand and utilize the Statewide Wx Database
- Proactive in anticipating and alerting others to problems with projects or processes
- Able to maintain confidentiality of agency information
- Possesses business related computer skills including Microsoft Word, PowerPoint, and Internet usage (e-mail).

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be IHCD's primary considerations in the selection process:

1. Compliance with requirements of this RFP
2. An assessment of the Respondent's ability to deliver the indicated services in accordance with the specifications set out in the RFP
3. Experience of the Respondent
4. Strength of client references
5. Demonstrated understanding of Indiana's Weatherization Assistance Program and proposed strategy for providing Program Monitoring and or Programmatic Technical Assistance to IHCD.
6. Competitive fee

Respondents with the below knowledge and experience will be given preference in IHCD's selection:

- Knowledgeable about multifamily weatherization projects
- Experience working with federal grant funding
- Knowledge and experience in public or government contracting, employment law, grant management, not-for-profit, community development, or corporate law and other similar areas

4. RESPONSIBLE RESPONDENT REQUIREMENTS

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

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCD;
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 RFP, and the Respondent shall be advised of the reasons for the determination.

SCORING

Proposals will be scored according to the point system described in this section. Proposals which fail minimum threshold criteria will not be scored.

Scoring Criteria: Maximum 106 points. The following criteria are further defined in Part 2 Section 4 above.

1. Qualifications Cover Sheet- 10 Points
2. Qualifications and Experience Form – 27 Points
3. Key Personnel Identification- 5 Points
4. Scope of Work Form- 24 Points
5. Budget/Fee Schedule Form – 10 points
6. Client References Form- 5 Points
7. Overall Proposal Score – 25 Points

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Section 2 of Part 2** of this RFP, entitled “**Minimum Requirements/Responsive Respondent**”. Therefore, Respondent must review **Section 2 of Part 2** of this RFP very carefully before submitting its responses. The Respondent must submit all required documents in the order listed below.

1. Qualifications Cover Sheet
2. Certification Statement
3. Qualifications and Experience Form
4. Key Personnel Identification
5. Scope of Work Form
6. Budget/Fee Schedule Form
7. Client References Form

A. **Qualifications Cover Sheet**

The Respondent must submit a completed Cover Sheet which is in Appendix A of this RFP, including the Summary of Qualifications.

B. Certification

The Respondent will complete and submit the Respondent Certification located in Appendix B of this RFP.

C. Qualifications and Experience

Respondent will complete and submit the Appendix C: Qualifications and Experience Form.

D. Key Personnel Identification

Key personnel would be the person(s) directly responsible for working with IHCD and subrecipients. Please submit the Appendix D: Key Personnel Identification of all personnel that will provide requested services to IHCD and the Weatherization Program this should include their role for providing services. For example, Point of Contact, Monitor or Consultant.

In addition to this form, respondents may provide a one-page resume for each person listed.

E. Scope of Work Form

Respondent will complete and submit the Appendix E: Scope of Work Form.

- a. Services your organization will provide.
- b. Units of services defined

F. Budget/Fee Schedule Form

The respondent will complete and submit Appendix F: Budget/Fee Schedule Form for all costs associated with services. The budget/fee schedule form entries should include the following:

- a. The description of each service, i.e. file monitoring, home inspections, etc.
- b. The fee (per agency, file monitored, per day, etc.)
- c. Budgeted amount (total)

G. Client References Form

Respondent will complete Appendix G: Reference Form.

6. FORMAT FOR SUBMISSION AND DUE DATE

Respondent's proposal, including all required forms and documentation, must be submitted via email to Joely Pope at IHCDAEnergy@ihcda.in.gov. All documents must be submitted in PDF only.

Joely Pope
Energy & Utility Programs Special Projects Manager
IHCDAEnergy@ihcda.IN.gov

The deadline for submission is June 16, 2025, at 5:00 PM EST.

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

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDCA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDCA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- C. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project to certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- D. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDCA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDCA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. **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 RFP is related to software, Respondent agrees that IHCDCA 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 contract that Respondent enters into with IHCDCA pursuant to this RFP, the Respondent must export IHCDCA's data from its software to IHCDCA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

- F. **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, IHCDCA will make an independent determination of

confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- a. The RFP.
- b. A list of all vendors who received the RFP.
- c. The name and address of each Respondent.
- d. The amount of each offer.
- e. A record showing the following:
 - 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 contract 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 RFP itself to be made available for public inspection.

G. **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 IHCD of any such actions.

H. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCD will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD, should IHCD select Respondent. Further, IHCD reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

I. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- b. Unfair competition or conflict of interest in the decision-making process;
- c. An illegal, unethical or improper act; or

- d. Other legal basis that may substantially alter the decision.

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

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- A. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less

than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. **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.
- I. **§ 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.

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

- (a) The Respondent 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; and (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.

K. § 200.322 Domestic preferences for procurements.

- a. To the greatest extent practicable under a Federal award, the contractor 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.

3. RFP TERMS AND CONDITIONS

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

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDCA 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. IHCDCA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA 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 IHCDCA 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. IHCDCA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.
- K. IHCDCA 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 IHCDCA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDCA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDCA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDCA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDCA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDCA to provide insurance
 - b. Any provision requiring IHCDCA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana

- d. Any provision providing that suit be brought in any state other than Indiana
- e. Any provision providing for resolution of contract disputes
- f. Any provision requiring IHCDA to pay any taxes
- g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
- h. Any provision modifying the applicable Indiana statute of limitations
- i. Any provision relating to the time within which a claim must be made
- j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
- l. Any provision providing for automatic renewal

APPENDIX A: QUALIFICATIONS COVER SHEET

Name of Individual, Firm, or Business: _____

Tax Id: _____

Address: _____

Phone Number: _____

Respondent will mark with an "X" the role(s) they are submitting for:

Program Monitor	Consulting through Programmatic Technical Assistance to IHCDA

Contact Person: _____

Title: _____

Email Address: _____

Phone Number: _____

Contract Signatory Authority: _____

Title: _____

Total Budget Amount: \$ _____

Summary of experience and qualifications to provide Wx Program Monitoring and or Programmatic Technical Assistance Services. (250 words or less)

Please use 12-Point Font, Times New Roman. Please do not enlarge the text box below.

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APPENDIX B: CERTIFICATION STATEMENT

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

CERTIFICATION OF RESPONDENT

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

I _____ am the _____ of

the _____ 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: _____

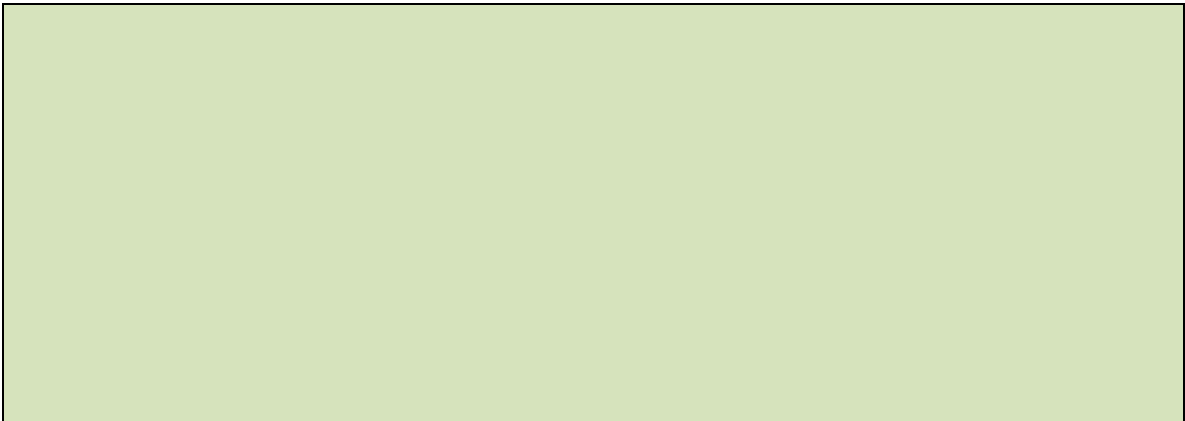
APPENDIX C: QUALIFICATIONS AND EXPERIENCE FORM

Respondent will answer the following textbox questions. Please do not increase the size of the textboxes. Answers should be detailed, but brief.

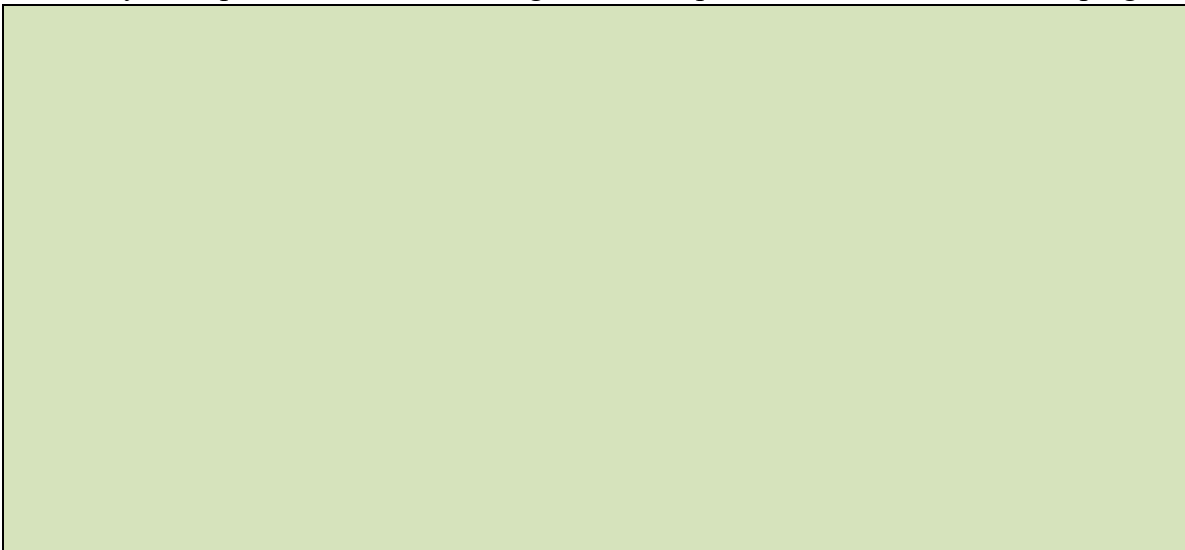
1. Describe your experience with weatherization at a State or Federal level. Include number of years' experience you have.



2. Explain your knowledge of Indiana's Weatherization Assistance Program.



3. Describe your experience with monitoring and or compliance with a weatherization program.



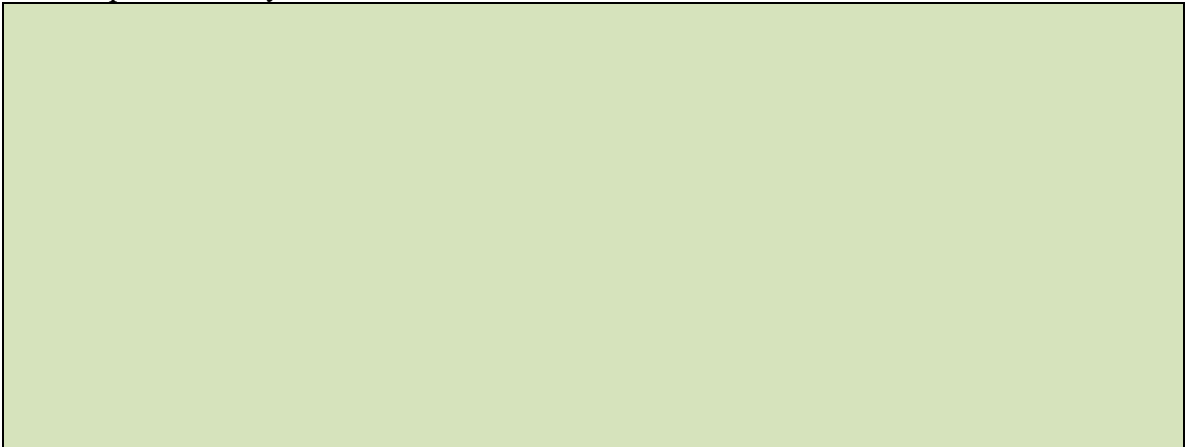
4. Explain your knowledge of building materials, construction techniques, building science and ventilation



5. How do you stay up to date on new technologies or best practices in the industry?



6. What experience do you have with Indiana's Weatherization Database or a similar database?



7. Explain your knowledge of the Department of Energy's (DOE) program guidelines and Standard Work Specifications (SWS).

8. What experience do you have providing Programmatic Training and Technical Assistance for Weatherization?

9. What DOE approved Weatherization Credentials do you hold?

APPENDIX D: KEY PERSONNEL IDENTIFICATION

In the space provided below please list the individual(s) who will be working with IHCDA as part of this contract. Please list their role and responsibilities and provide a brief description of their experience. For each person listed you may attach their resume (limit one page per person)

APPENDIX E: SCOPE OF WORK FORM

All respondents must provide answers to the following questions in your submission. Please fill in the textboxes with your responses. Please do not attempt to make the textboxes larger. We ask that your responses to each question are detailed, but brief. Scope of Work Form and Activities/Services Table must align with the Budget/Fee Schedule Form.

Role(s) and Service Area

- a. Please check off which role(s) you are submitting for?

ROLE	YES	NO
PROGRAM MONITORING		
PROGRAMMATIC TECHNICAL ASSISTANCE		

- b. Will you be providing services for the entire state?

YES	NO

- IF NO, then please place an “X” next to the selected service areas you will provide service for. Refer to Appendix I for a the IHCDA Weatherization Service Area Map.

AGENCY	
Area IV	
BP-CANI	
CAGI	
CAPE	
CAPWI	
CASI	
NWICA	
HUEDC	
ICAP	
JS-CICAP	
LHDC	
NCCAA	
OVO	
PACE	
REAL	
SCCAP	
SIEOC	
TRI-CAP	
WICAA	

Communication and Response

- a. How will your organization communicate with IHCDA and subrecipients to provide services?

- b. How will your organization respond to an agency appealing your findings?

- c. Has your organization observed any cases of suspected fraud? If so, how was it handled?

Activities and Services

Respondent will complete the table below with the activities and services they are submitting for. Please describe the activity or service and explain how the activity/service is provided. This table must align with your budget. Please complete as many rows as needed to describe the scope of services you propose to provide.

Type of Activity/Service Tasks	Description of Service / Activity	How provided? (In person, virtual, office, email, etc.)
File Review		
Agency Review		
Administration of Monitoring		
Desktop Consulting		
Onsite Consulting		
Conference Attendance		

Optional Activities and Services

Respondent will complete the table below with the activities and services they offer that provides value to programmatic monitoring and technical assistance. This should be services or activities that are not included in the table above.

Type of Activity/Service Tasks	Description of Service / Activity	How provided? (In person, virtual, office, email, etc.)

APPENDIX F: BUDGET/FEE SCHEDULE FORM

All costs (travel, time, supplies, etc.) must be rolled into and reflected in the Respondent's fee. The template below should be used for the Budget/Fee Schedule submission. Please indicate whether fee is per subrecipient, per file monitored, per home, per inspection, per day, etc. If there is a different fee for the same activity (example: virtual consulting vs in person consulting) please list those separately.

Service Proposed (These should match the activities/ service tasks you listed)	Fee (Per sub-grantee, per home or per file monitored, per day etc.)	Budgeted Amount
File Review		
Agency Review		
Administration of Monitoring		
Desktop Consulting		
Onsite Consulting		
Conference Attendance		
Optional Services		
TOTAL		

APPENDIX G: REFERENCE FORM

Respondent must complete the form below providing all requested information. Please fill in the textboxes with your responses. Please do not attempt to make the textboxes larger.

Reference #1

Organization you have provided services for.	
Contact Person's Name	
Telephone Number	
Email Address	

Provide a brief description of the services you provided in the textbox below.

--

Reference #2

Organization you have provided services for.	
Contact Person's Name	
Telephone Number	
Email Address	

Provide a brief description of the services you provided in the textbox below.

--

Reference #3

Organization you have provided services for.	
Contact Person's Name	
Telephone Number	
Email Address	

Provide a brief description of the services you provided in the textbox below.

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APPENDIX H: IHCD A WEATHERIZATION SERVICE AREAS MAP

