REQUEST FOR PROPOSALS

for

WEATHERIZATION ASSISTANCE PROGRAM
ENERGY SAVINGS ANALYST

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
http://www.in.gov/ihcda/

317-232-7777

ISSUE DATE: February 7, 2017
RESPONSE DEADLINE: March 6, 2017, 5:00 PM EST
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PART 1 SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with a contractor to provide an analysis of the energy savings achieved by Indiana’s weatherization providers (“Network”) in the Weatherization Assistance Program as detailed in the Scope of Services section of this RFP. IHCDA will enter into a professional services contract with the respondent that is selected. The contract term would begin in April 1, 2017 and end on March 30, 2018.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT
To provide housing opportunities, promote self-sufficiency, and strengthen communities.

VISION
An Indiana with a sustainable quality of life for all Hoosiers in the community of their choice.

To accomplish this we will:
1. Promote place-based initiatives that will allow Hoosiers opportunities to improve their quality of life.
2. Create and preserve housing for Indiana’s most vulnerable population.
3. Enhance self-sufficiency initiatives in existing programs.
4. Improve our efficiency by expanding Continuous Improvement, including LDMS, to all of IHCDA

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

Weatherization Overview
In 2007, the Governor of the State of Indiana, Mitchell E. Daniels, Jr., designated IHCDA as the lead agency for the purpose of administering the following programs: the Community Service Block Grants (“CSBG”), the weatherization assistance program (“WAP”), and Energy Assistance Program (“EAP”). IHCDA created the Department of Energy Programs in 2011 and was tasked with overseeing the allocation, implementation and monitoring of the energy programs and Community Services Block Grant funded through the Department of Energy (“DOE”) and the U. S. Department of Health and Human Services (“HHS”) with Low Income Home Energy Assistance Program (“LIHEAP”). In 2013, the programs were moved to the Community Programs Department, which also included Individual Development Accounts, Housing Choice Vouchers and homelessness prevention initiatives.
3. **SCOPE OF SERVICES**

IHCDA is seeking a service provider to collect and analyze billing histories for a period of twenty-four (24) months for weatherized units with metered fuels. The term would commence in April of 2017 and expire in March of 2018. However, the contract may be subject to four (4) renewals upon receipt of approval from IHCDA’s Contract Delegation Committee. Services funded with DOE funding will not be paid in advance but be paid in arrears after services have been provided.

In this proposal, Respondent is expected to demonstrate its capacity to collect data, analyze the data and prepare statewide and sub-grantee specific reports. Proposals must include responses to address each section listed below.

**A. Data Collection Plan**
Respondent is expected to outline a plan to collect unit/client information from the 23 network sub-grantees (the complete list is provided in Attachment #1). The twenty-four (24) month period listed above will cover twelve (12) months prior and twelve (12) months following the delivery of weatherization services.

**B. Data Analysis Process**
The proposal should include the Respondent’s process for analyzing the data. The analysis should include but not be limited to the components listed below.

- Natural Gas Results NAC: Normalized Annual Consumption & NAS: Normalized Annual Savings
  - Average Pre NAC(therms)
  - Average NAS (therms)
  - Average Percent Savings
- Total Electric Results
  - Average Pre NAC(kWh)
  - Average NAS (kWh)
  - Average Percent Savings
- Local Burn Results
  - Average Pre NAC(kWh)
  - Average NAS (kWh)
  - Average Percent Savings
- Structure Type & Dwelling Size
- Fuel Type

The Data Analysis plan should include information regarding the software that would be utilized to assist the Respondent in performing the analysis.

**C. Report Structure**
The proposal should provide an outline for the Statewide and sub-grantee specific reports paying close attention to where each sub-grantee falls within the Statewide analysis. The Respondent must provide a process for disseminating the information electronically and verbally if necessary.

**D. Completion Timeline**
The Respondent’s proposal should include a timeline for completing the tasks set forth in the Scope of Services within the term of the contract.

4. **RFP TIMELINE**
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tr>
<td>March 6, 2017</td>
<td>Proposals are due</td>
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<tr>
<td>March 13, 2017</td>
<td>Selection Committee to Meet</td>
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<tr>
<td>March 16, 2017</td>
<td>Presentation to Contract Delegation Committee</td>
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<tr>
<td>March 17, 2017</td>
<td>Notify Respondents of Funding Decision</td>
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<tr>
<td>April 1, 2017</td>
<td>Contract start date</td>
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PART 2 RFP PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA. Respondent must also be responsive and responsible as described in Section 2, and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA. Respondent may be required to prepare and present a presentation that will summarize how it will meet all of the requirements set forth in Section 3 of Part 1 of the RFP. Presentations will take place at IHCDA’s offices which are located at 30 S. Meridian Street, Suite 1000 in Indianapolis, IN and should last no more than thirty (30) minutes.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

All for profit or not for profit entities, as established by Indiana statutes, are eligible to respond to this RFP (“Respondent”). Eligible respondents must be in good standing with IHCDA, the state of Indiana, and the federal government.

Experience
Experience pertaining to the following will be weighed heavily in the selection process.

- Past experience with the software that it plans to utilize to conduct the data analysis
- Knowledge of Indiana’s Weatherization Assistance Program
- Experience in presenting data analysis
- Respondent should identify whether trainers will be provided by the organization’s staff, or contractors.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFP
2. An assessment of the Respondent’s ability to deliver the indicated service in accordance with the specifications set out in the RFP
3. Experience of the Respondent
4. Strength of client references (If Respondent has not entered into a professional service contract with IHCDA within the past three (3) years, Respondent must submit three (3) letters of reference.)
5. Past experience with IHCDA
6. Demonstrated understanding of the WAP.
7. Competitive fee

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected respondent has been determined to be responsible. A responsible respondent must:
1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent’s existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. The requirements associated with items A-D are described more fully in Subsection 3 of Part 1 of this RFP, entitled “Scope of Services”. Therefore, Respondent must review Subsection 3 of Part 1 of this RFP very carefully before submitting its responses. The Respondent must also submit items G-H listed below and the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

A. Data Collection Plan
B. Data Analysis Process;
C. Reporting Structure;
D. Completion Timeline
E. Qualifications Coversheet;
F. Certification of Company;
G. If Respondent has not entered into a professional service contract with IHCDA within the past three (3) years, Respondent must submit three (3) letters of reference
H. Budget; a one-year fee schedule for all costs associated with these services: from April 1, 2017 to March 31, 2018. Use format in table below.
BUDGET (FEE SCHEDULE)

The Contractor must submit documentation of time spent on this activity along with an invoice referencing Contract No. WX-2017-0XX and CFDA No. 93.568. IHCDA will pay within thirty (30) days of receipt and approval of each properly documented invoice.

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<tr>
<th>Task</th>
<th>FEE (per hour)</th>
<th>PAYABLE</th>
<th>BUDGETED AMOUNT</th>
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6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

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

Andy Hoff
Weatherization Program Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 1000
Indianapolis, IN 46204
anhoff@ihcda.in.gov

The deadline for submission is March 6, 2017 at 5:00 PM EST.

Applications that do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.
PART 3  TERMS AND CONDITIONS

1. STATE POLICIES

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. Employment Eligibility Verification. The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.

C. Confidentiality of State Information. The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

D. 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 Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

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

E. **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.

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

G. **Appeals/Protest:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted from 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 Officer, who shall issue a written decision on the matter. The Compliance Officer 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 Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. **Federal Requirements**

Respondent agrees to comply with the following federal regulations:
a. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.


3. RFP TERMS AND CONDITIONS

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

A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.

B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.

C. IHCDA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.

D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.

G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.

H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

I. IHCDA reserves the right not to award a contract pursuant to the RFP.

J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.

K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.

L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
   i. The Respondent understands that IHCDA will enter into contract preparation activities with the respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
      ii. Cease all activities with that respondent.
      iii. Begin contract preparation activities with the next highest ranked respondent.

M. A copy of IHCDA’s most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCDA’s Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
4. QUALIFICATION COVER SHEET

Name of Individual, Firm or Business:

Address:

Phone Number: Fax Number: Web Site Address:

QUALIFICATION Contact Person:

Title: Email Address: Phone:

Contract Signatory Authority:

Title:
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 RFP and agree to abide by the terms and conditions contained herein.

I ________________________________ am the ________________________________ of

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

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

Respondent:

Signed: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Firm name: ________________________________