



REQUEST FOR PROPOSALS

For

**MULTIFAMILY WEATHERIZATION POLICY SUBJECT MATTER
EXPERT**

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 17, 2024

RESPONSE DEADLINE: July 15, 2024, 5:00 PM EST

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PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority seeks to engage with a contractor to provide weatherization Subject Matter Expertise (“SME”), specifically around multifamily policy and program development, to IHCDA’s Weatherization Team as detailed in the Scope of Services section of this RFP.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY MISSION STATEMENT

The Indiana Housing and Community Development Authority (“IHCDA”) 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”) Program provides energy conservation measures to reduce the utility bills of low-income Hoosiers across the state. Weatherization 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 IHCDCA for distribution to our network of 19 Local Service Providers to perform weatherization work.

3. SCOPE OF SERVICES

The Request for Proposals (RFP) has been formulated to solicit submissions from Subject Matter Experts (SMEs) to aid the Indiana Housing and Community Development Authority (IHCDCA) in the strategic planning, policy formulation, and oversight of low-rise and large multifamily projects. IHCDCA aims to optimize the utilization of Department of Energy (DOE) funds efficiently while enhancing project competitiveness under the Bipartisan Infrastructure Law (BIL). The selected SME will specifically offer tailored support for the progression of the BIL Large Multifamily Project (BLMP), envisioning the completion of no more than 10 multifamily structures, including an initial pilot building, during the BIL period. The expertise of the SME will be pivotal in achieving IHCDCA's objectives for sustainable, cost-effective, and well-designed low-rise and large multifamily residential complexes. Key responsibilities of the SME will encompass refining program guidelines, crafting procedural documentation delineating the framework for establishing and managing the Multifamily DOE Weatherization Assistance Program, devising an outreach and marketing strategy to engage property proprietors and occupants, and delivering routine progress reports on the initiatives, achievements, and hurdles encountered throughout the initiation phase.

The primary objective of the Indiana Housing and Community Development Authority (IHCDCA) is to enhance the comfort and livability of multifamily housing units while promoting energy efficiency in apartment buildings and complexes for Indiana residents. Originally focused on single-family homes, the Weatherization Assistance Program ("Wx") is now being adapted to cater to multifamily housing, necessitating the development of new policies and procedures to efficiently serve more low-income families. Typically, the weatherization efforts have been concentrated on duplex buildings, presenting an opportunity to expand these services to a wider range of multifamily housing options.

Currently, IHCDCA is formulating guidelines for both low-rise and large multifamily structures. The weatherization of low-rise multifamily buildings will leverage existing Local Service Providers (LSPs) and be supported by standard Department of Energy (DOE) funding. Furthermore, IHCDCA is introducing a competitive process for external entities to undertake weatherization projects on large multifamily properties, commencing with a pilot initiative. The overarching aim of this endeavor is to weatherize 590 multifamily units during the current cycle of the Bipartisan Infrastructure Law (BIL).

IHCDCA is interested in a SME that could assist IHCDCA in developing the following deliverables:

1. Program guidelines and procedures document outlining the framework for establishing and operating the Multifamily DOE Weatherization Assistance Program.
2. Multifamily policy and procedure manual completed by November 4, 2024.
3. RFP for Multifamily Pilot Project by January 1, 2025.
4. RFQ for Multifamily Quality Control Inspector by January 1st, 2025.
5. Additional Multifamily documents as needed through the pilot projects.

IHCDA is interested in a SME that could create the following deliverables:

1. Outreach and marketing strategy proposal to engage property owners and residents in the program.
2. Regular progress reports documenting activities, achievements, and challenges encountered during the establishment phase.
3. Final report summarizing the key findings, recommendations, and outcomes of the technical assistance provided.

As part of this project, IHCDA would like the selected respondent to:

1. Conduct an initial assessment of the state agency's current capabilities and resources for implementing a Multi-Family DOE Weatherization Assistance Program.
2. Evolve program guidelines and procedures tailored to the state agency's specific needs and objectives.
3. Assist in the development of an outreach and marketing strategy to engage property owners and residents in the program.
4. Collaborate in the development of multifamily RFPs/RFQs, contributing to multiple rounds of RFP/RFQ drafts reviews, assisting in drafting proposal sections, providing recommendation for modifications, and ensuring compliance with regulations.
5. Conduct thorough reviews of IHCDA's Multifamily Policy and Procedure Manual and Field Guide documents and forms, identifying opportunities for enhancement to align with Department of Energy 'DOE' standards.
6. Provide support to IHCDA by serving as a sounding board throughout the energy audit approval process in collaboration with DOE.
7. Collaborate to refine drafts of multifamily policies, incorporating feedback and ensuring clarity, effectiveness, and alignment with IHCDA objectives;
8. Engage in brainstorming sessions to address inquiries related to multifamily policy and procedure development, contributing insights and solutions to enhance effectiveness and address specific multifamily challenges.

4. **RFP TIMELINE**

IHCDA would like to have a SME contracted by August 2024.

June 17, 2024	RFP released to the general public.
June 24, 2024	Respondent questions due to IHCDA by 5:00 p.m. EST. Questions may be submitted via email to Jamison Washington at ihcdaenergy@ihcda.IN.gov with subject line "Multifamily Weatherization Policy Subject Matter Expert."
June 27, 2024	Respond to all questions and posted on website
July 15, 2024	Respondent must submit proposal by 5:00 PM EST in PDF format.
July/August 2024	Multifamily Weatherization Policy SME Selection.
August 2024	Multifamily Weatherization Policy SME contract start date.
August 2025	Multifamily Weatherization Policy SME contract end date.

The estimated range for the budget is between \$50,000 and \$75,000, and the work must be completed by August 2025. A tentative timeline is provided below; the Respondent's proposal should include the Respondent's proposed timeline for completing the Scope of Services described in this section.

5. TENTATIVE PROJECT TIMELINE

August 2024	Contract beings
September 2024	Policy SME reviews current policies, procedures, and project documentation to identify challenges and opportunities.
October 2024	Provide IHCDA with policy feedback to refine Policy and Procedure drafts. Incorporate feedback of draft of policy recommendations.
November 2024	Review final Policy and Procedure Manual for release. Provide guidance on integrating policies into current operations.
December 2024	Review and provide feedback on Multifamily Quality Control Inspector and Multifamily Pilot Project RFP drafts.
January 2025	Review final Multifamily Quality Control Inspector and Multifamily Pilor Project RFP for release. Provide guidance on integrating policies into current operations.
Feb. - Aug. 2025	Assist with the ongoing review of forms and providing guidance on BLMP project.

PART 2 RFP PROCESS

1. SELECTION PROCESS

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

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

1. Compliance with requirements of this RFP
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP
3. Experience of the Respondent
4. Strength of client references
5. Competitive Fee

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

1. Must have a minimum of at least 3 years of multifamily experience, including but not limited to policy development and analysis.
2. Must also have experience in as many of the following areas as possible:
 - Working with Davis-Bacon Act and prevailing wages,
 - Working with local, state and federal policies and regulations,
 - Conducting multifamily energy audits and quality control inspections.

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 services in accordance with the specifications set out in the RFP.
3. Experience of the Respondent with State Weatherization programs.
4. Strength of client references.
5. Knowledge of State and Federal requirements for Weatherization.
6. 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. If applicable, 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 RFP, and the Respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

All documents should be combined and submitted in one PDF, including the forms. Please ensure to number each page. All documents, unless otherwise indicated, should be submitted in Times New Roman 12-point font with 1-inch margins. Please be aware of page limits set.

Please submit your proposal in the following order as one combined PDF:

1. Qualification Cover Sheet (Appendix A)
2. Certification (Appendix B)
3. Qualifications & Experience
4. Key Personnel Identification
5. References (3)
6. Budget

A. Qualifications Cover Sheet

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

B. Certification

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

C. Organization Qualifications and Experience (4 page maximum)

Please provide a 4-page single spaced narrative describing your company's qualifications and experience with Multifamily Weatherization. This section should include the following information:

- a. A brief description of the organization,
- b. Brief description of project/multifamily work, within this section, please address the following:
 - i. Describe a multifamily project where your policy expertise was critical to its success.
 - ii. Describe your past experiences developing RFPs/RFQs.
 - iii. Describe specific policies you have worked with that directly impact multifamily housing.
 - iv. Describe your prior work with Davis-Bacon and prevailing wages.
 - v. Describe how you stay updated with changes in multifamily weatherization policies and regulations.
 - vi. Describe how you would approach influencing policy to better support multifamily weatherization.
 - vii. Describe how you would work with IHEDA on this project, including your turnaround time for document review and recommended cadence of check-ins.

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

Key personnel are the people who would be directly assigned to work with IHCDA on this project, not just an organizational chart. If there is only one person working with IHCDA on this, only include their information. This section does not need to follow the Times New Roman and 1 inch margin requirement. Responses should include:

- a. Identification of key personnel.
 - i. If more than one person is part of this project, please include their role for this project. For example: Point of Contact, Reviewer, etc.
- b. Resumes and Qualifications for this project.
 - i. The individuals noted in the proposal must have experience with Multifamily Weatherization.

E. References (3)

Please provide three references for individuals or organizations who you have worked with on a multifamily project, especially in developing policy and procedures whom IHCDA could contact to get an independent assessment of your capabilities. Please include the following:

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

F. Budget

- a. Using the chart from Appendix C, submit your proposed budget for each stage of this project.

6. FORMAT FOR SUBMISSION AND DUE DATE

All documents must be submitted in PDF only. Respondent's proposal must be submitted via email to:

Jamison Washington
Multifamily Project Lead
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
ihcdaenergy@ihcda.IN.gov

The deadline for submission is July 15, 2024, 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 IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- 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 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.
- 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 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 contract that Respondent enters into with IHCDA pursuant to this RFP, 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.

- 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 IHCDCA 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. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select Respondent. Further, IHCDCA 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 IHCDCA 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. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.

- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDA will not agree to any of the following terms or conditions:
- a. Any provision requiring IHCDA to provide insurance
 - b. Any provision requiring IHCDA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal

APPENDIX A: Qualifications Cover Sheet

Name of Individual, Firm, or Business: _____

Tax Id: _____

Address: _____

Phone Number: _____

Website Address: _____

Contact Person: _____

Title: _____

Email Address: _____

Phone Number: _____

Contract Signatory Authority: _____

Title: _____

Email Address: _____

Total Budget Amount: \$ _____

Summary of Qualifications to Complete This Work (250 words or less)

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

	Yes	No
Do you/ your organization currently have at least 3 years of experience with multifamily weatherization policy?		
Are you willing to register your business with the Indiana Secretary of State?		
Do you have experience Working with Davis-Bacon Act and prevailing wages?		
Do you have experience working with local, state and federal policies and regulations?		
Do you have experience conducting multifamily energy audits?		

APPENDIX B. Certification of Respondent

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 (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: _____

APPENDIX C. Budget

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

IHCDA pays contractors within 30 days of an approved invoice and any required documentation. Payment for installation, training, technical assistance, and other professional services is made based on the completion of deliverables; payments are not made prior to the contractor completing the associated deliverable or service.

SERVICE	FEE	HOW FEE IS CALCULATED	PAYABLE	BUDGETED AMOUNT
Briefly describe the service/tasks	\$ Amount per service	Describe how each fee was calculated. Please provide a justification for the cost of each service listed in this table.	Indicate when the service is expected to be paid for (Example: Upon completion of Task 1)	Total \$ Amount Budgeted for this service
TOTAL				