



**REQUEST FOR PROPOSALS**

**for**

Weatherization Deferral Program Operator

**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 23 2026**

**RESPONSE DEADLINE: July 24, 2026, 5:00 PM Eastern Time**



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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 Program Operator to address health and safety issues, such as mold and asbestos, that prevent the completion of residential weatherization and energy efficiency measures under the Department of Energy Weatherization Assistance Program, as detailed in the Scope of Services section of this RFP.

### 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

#### MISSION STATEMENT

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

#### VISION

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

- **Explore new ideas and solutions.**  
We cultivate creativity, curiosity, and conversation. We constantly strive for innovation and excellence.
- **Celebrate success.**  
We honor individual wins, recognize partners' achievements, and share stories of the people in our programs.
- **Communicate with transparency.**  
We are clear, honest, open, and timely in our communication. We understand communication requires both sharing and listening.
- **Design our processes and programs with the person in mind.**  
We emphasize accessibility, ease of use, and elimination of obstacles.
- **Seek to maintain the public's trust.**  
We understand that trust is earned, not guaranteed. We exhibit accountability, integrity, and good stewardship in all programs and practices.
- **Engage and collaborate with partners.**  
We empower partners to expand their capacity and to leverage their relationships in the community. We provide technical assistance and training to support their success.

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

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

include community development corporations, community action agencies, and not-for-profit developers.

#### 4. SCOPE OF SERVICES

IHCDA seeks a Program Operator to administer a Weatherization Deferral Program in up to two (2) geographies as part of a Weatherization Deferral Pilot, working in partnership with the Local Service Provider(s). The Weatherization Deferral Program is intended to provide a means for homes to receive health and/or safety repairs that cannot be funded through the Indiana Weatherization Assistance Program (“WAP”) or other available federal or state home repair programs. IHCDA is making available \$1,000,000 for this pilot. The Operator will be responsible for:

- Receiving referrals from the WAP Local Service Provider on homes deferred from the Weatherization Program due to a health and/or safety repair.
- Verifying the presence of the deferral issue(s) after it is identified by the Weatherization technician;
- Developing a final scope of work to address the deferral issue(s);
- Ensuring weatherization can be completed after the remediation of the issue(s);
- Identifying and hiring qualified remediation contractor(s) to perform the remediation work;
- Verifying and documenting through inspections, the issue(s) are addressed after the mitigation is completed. Inspections must be completed by a different contractor than one that performs the remediation work.
- Ensuring remediation contractors and subcontracts provide clear and accurate invoices to facilitate payment for allowable expenses and for the submission of reports;
- Facilitating contractor payments upon successful job completion;
- Maintaining and reporting data on the average allowable expenditures per unit, and summary of work performed;
- Demonstrating scalability and management and identifying programmatic needs;
- Reporting on customer and vendor satisfaction; and
- Attending monthly meetings with IHCDA and WAP Local Service Providers.

#### 5. RFP TIMELINE

June 23, 2026	RFP released to the general public.
July 10, 2026	Respondent questions due to IHCDA by 5:00PM ET. Questions may be submitted via email to Samantha Spergel at <a href="mailto:sspergel@ihcda.in.gov">sspergel@ihcda.in.gov</a> with the subject line “Deferral RFP Questions”.
July 14, 2026	IHCDA will post questions and answers to IHCDA’s Public Notices webpage based on Respondent questions received via email.
July 24, 2026	Respondent must submit proposal by 5:00 p.m. in PDF format.
August 27, 2026	Vendor is selected.

## **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:

#### **Experience:**

1. The Respondent must have a minimum of three (3) years of experience implementing repair programs or other residential energy programs.
2. The Respondent must detail past performance with IHCDA, if applicable.
3. The staff assigned must demonstrate experience with Department of Energy Weatherization or other similar Repair Programs. The Respondent must provide a narrative identifying the roles of each respective staff and experience.
4. The Respondent must have knowledge of the Department of Energy Weatherization Assistance Program, including but not limited to Standard Work Specifications, Weatherization Program Notices (WPNs) and Memorandums. The Respondent's narrative must also detail their understanding of the causes of deferral under the Weatherization Program.

#### **Core Components of Service (Technical Proposal):**

1. The Respondent must provide a Proposal detailing the process of how a referred unit under the program will receive services and how the Operator will manage the workflow. This should include the development of a scope of work, the solicitation and selection of contractors and inspections.
2. The Respondent must demonstrate an ability to understand and utilize the Statewide Weatherization database.
3. The Respondent must demonstrate its ability to secure contractors. Please also describe any pre-existing relationships with contractors.
4. The Respondent must be able to maintain confidentiality of agency information.

#### **Project Planning and Reporting:**

1. The Respondent should provide a realistic, detailed timeline for implementation of the pilot. The timeline should include the time needed to scale production (including securing contractors) and propose a reporting schedule.
2. The Respondent must detail the process to track expenditures and other work performed.

#### **Cost Proposal:**

The Respondent must present the following as part of its cost proposal:

1. The average cost per unit for deferral services and a total number of units to be completed under the pilot program.
2. The Administrative fee which the Respondent will charge. This fee should include staffing, travel, supplies etc.

**References:**

The Respondent should provide three (3) references with complete contact information (contact person, title, organization, phone number, and email address) for whom Respondent has completed similar work in the past three (3) years.

**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;
4. Strength of client references and past performance with IHCDA (if applicable);
5. Demonstrated understanding of the Weatherization Assistance Program, including causes of deferrals, and proposed strategy for management; and
6. Competitive fee.

Respondents will be assessed and scored as follows:

<b>Category</b>	<b>Maximum Points Per Category</b>
Programmatic Knowledge	10
Organizational Experience	10
Staff Experience	10
Technical Proposal	35
Timeline and Reporting	10
Cost Proposal	15
Past Performance and References	5
Quality of Proposal	5
<b>Maximum Points</b>	<b>100</b>

**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 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

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 also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP. The Respondent must submit all required documents in the order listed below:

1. Qualifications Coversheet;
2. Experience and Key Personnel Identification (must include narrative describing programmatic, organizational and staffing experience). Resumes are not required but may be included. Narrative cannot exceed 3 pages (Resumes are not included in this limitation);
3. Technical Proposal. Narrative cannot exceed 10 pages;
4. Timeline for implementation;
5. Reporting Narrative. Narrative cannot exceed 2 pages;
6. Budget and Fee Schedule;
7. Proposed Budget. Budget and any accompanying narrative cannot exceed 5 pages;
8. Client References.

## 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.

Samantha Spergel  
Chief Community Programs and Services Officer  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 900  
Indianapolis, IN 46204  
[sspergel@ihcda.in.gov](mailto:sspergel@ihcda.in.gov)

**The deadline for submission is July 24 2026 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**. As a condition precedent to entering this Contract, and as required by IC §22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed and will not knowingly employ an unauthorized alien. The Contractor further affirms that:
- a. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
  - b. The Contractor has not knowingly employed or contracted with and shall not knowingly employ or contract with an unauthorized alien. The Contractor has not retained and shall not retain an employee and has not contracted and shall not contract with a person that the Contractor subsequently learned or learns is an unauthorized alien.
  - c. The Contractor has required and shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to IHCDA promptly upon request.

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

- D. **CERTAIN FOREIGN ADVERSARIES**. By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:

- a. Are not considered a “prohibited person” that is designated as posing a national security threat to the integrity of communications networks or the communications supply chain under 47 CFR 54.9.
- b. Are not listed in Section 889 of the 2019 National Defense Authorization Act;
- c. Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
- d. Are not owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce’s (USDOC) foreign adversaries list under 15 C.F.R. 791.4;
- e. Are not included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury’s Office of Foreign Asset Control (OFAC); and
- f. Will not enter into a new contract, contract amendment, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria, unless the agency can demonstrate the necessity to do so as outlined in Indiana Executive Order 25-64, paragraph 5.

E. **CONFIDENTIALITY OF STATE INFORMATION.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that such data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of IHCDA. The Contractor further agrees that:

- a. The parties acknowledge that the services to be performed by the Contractor for IHCDA under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other Personally Identifiable Information maintained by or on behalf of IHCDA in its computer system or other records. Personally Identifiable Information (“PII”) means personal information as collectively defined in IC-4-1-6-1 and IC 4-1-11-2 and under the National Institute of Standards and Technology (“NIST”) Special Publication 800-122, regardless of form (oral, written, electronic, or otherwise.).
- b. Contractor will not use or disclose PII except as expressly permitted by this Contract or as required by law.
- c. If (1) Any event that may impact the security of records containing PII or may involve the unauthorized disclosure or acquisition of PII in Contractor’s safekeeping or as otherwise being used by Contractor in Contractor’s performance of this Contract (“Data Incident”) occurs; or (2) Contractor suspects a Data Incident may have occurred, Contractor must email [dataincident@ihcda.in.gov](mailto:dataincident@ihcda.in.gov) and notify persons listed in Section 34 of this Contract of the Data Incident within twenty-four (24) hours of when Contractor discovered or reasonably should have discovered the Data Incident.
- d. Pursuant to 10 IAC 5-3-1(4), the Contractor and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any PII or Social Security number(s) is/are disclosed by the Contractor, the Contractor 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.

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

Additionally, if this 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.

- G. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the 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.

- H. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.

- I. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this 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.

- J. **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.

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

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

- L. **Artificial Intelligence (AI).**

The Respondent shall not use artificial intelligence tools, systems, or technologies (“AI”) in the performance of service under a resulting contract without the prior written consent of IHCDA.

“AI” means any engineered or machine-based system that, for a given set of objectives, can generate outputs such as predictions, recommendations, or decisions that influence real or virtual environments. Any approved use of AI must comply with the State of Indiana Artificial Intelligence Policy and standards (available at <https://www.in.gov/mph/AI/>) and all applicable IHCDA policies, procedures, and guidelines governing AI. The Respondent remains fully responsible for all its obligations under any contract with IHCDA, including confidentiality obligations and the accuracy, quality, and compliance of any work generated by or assisted with AI. Unauthorized use of AI may be considered a material breach of the contract.

## 2. 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

<<TYPE SERVICE>>

### 3. QUALIFICATIONS COVER SHEET

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATIONS  
Contact Person:

Title:  
Email Address:  
Phone:

Contract Signatory  
Authority:

Title:

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**4. 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: \_\_\_\_\_