



**REQUEST FOR PROPOSALS**

**for**

**WEATHERIZATION TECHNICAL  
MONITORING SERVICES**

**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: August 9, 2017  
RESPONSE DEADLINE: September 11, 2017, 5:00 p.m. 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 (“IHCDA”) seeks to contract with a respondent to provide technical monitoring services, as described more fully in the Scope of Services set forth in Section 3 of Part 1 of this RFP, to IHCDA’s sub-grantees that receive funding to provide weatherization services as a part of the Weatherization Assistance Program (“Sub-grantees”). IHCDA anticipates entering into a professional services contract with the respondent that is selected pursuant to this RFP. The term of the contract would begin on September 15, 2017 and end on March 30, 2018, the contract may be renewed for up to four years, upon approval by IHCDA’s Contract Committee before the expiration of each term.

### **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 which 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 the Individual Development Account program, the Housing Choice Voucher program and homelessness prevention initiatives.

### **3. SCOPE OF SERVICES**

IHCDA is seeking one or more respondents to conduct comprehensive technical monitoring of each Sub-grantee at least once per year; provide a written report to IHCDA; maintain a file that contains monitoring documentation which can be accessed by IHCDA and DOE during its monitoring visits, in accordance with DOE regulations, and IHCDA's Weatherization Assistance Program Policy and Procedures Manual. The scope of this work includes traveling across state to monitor up to 22 Sub-grantees, which potentially includes homes in all 92 counties within the State of Indiana. Respondent may apply to provide technical monitoring for the entire state or select specific service provider areas (see Attachment A, entitled "IHCDA Weatherization Service Areas"). The map also shows the approximate number units/files/homes that must be monitored per Sub-grantee/territory during a one year term of the contract.

The term of the contract would commence in September of 2017 and expire in March of 2018. No payments will be made in advance of receipt of services. All payments shall be made in arrears in conformance with DOE, State fiscal policies and procedures and, as required by IC §4-13-2-14.8.

In this proposal, Respondent is expected to demonstrate its capacity to monitor Sub-grantees, perform Quality Control Inspections on weatherized homes, and evaluate training so that the Sub-grantee gains understanding, increases knowledge, remains in compliance and improves behavior, where necessary. Each section of the proposal being requested is described below. Proposals must include responses to address each section listed below.

Monitoring is one of the primary ways to ensure the public purpose of the WAP is being met at all times. DOE strives to maintain the highest levels of performance through a monitoring process that has the following goals:

- To ensure proper and timely use of funds and realization of expected benefits.
- To provide transparency and accountability.
- To provide quality control.
- To provide technical assistance and training.

The respondent that is selected to perform the Technical Monitor role will be required to conduct comprehensive technical and file monitoring in compliance with the Indiana Weatherization Field Guide and Department of Energy Standard Work Specifications. The Technical Monitor must provide a written report to IHCDA, and maintain a file that includes monitoring documentation. The file must be able to be accessed by IHCDA and DOE during its monitoring visits. The monitoring activities must include the following areas:

- Client File Review, Work Orders, Invoicing, Claims
- Client / Structure Eligibility
- Qualifications & Training
- Energy Audits
- Technical Weatherization of Units
- Health & Safety review if Health & Safety funds were used
- Quality Management Assurance if re-works were ordered

Technical monitoring will be carried out using IHCDA’s Technical Monitoring Tool (Attachment B, entitled “Quality Control Inspection Report”).

In this proposal, Respondent is expected to demonstrate his or her or its capacity to perform the following:

1. Ensure federal and state regulatory requirements are being consistently and effectively monitored under the following programs:
  - Low Income Weatherization Assistance Program – DOE funding
  - Low Income Weatherization Assistance Program – LIHEAP – HHS funding
  - Low Income Weatherization Assistance Program – LIHEAP – State of Indiana funding
  - Low Income Weatherization Assistance Program – Other State, Federal, or Private funding, as applicable
2. Meet regularly with the Weatherization Program Manager to ensure that Sub-grantees comply with policies and procedures as well as successful program delivery.
3. Conducting the sub-grantee technical monitoring process including writing and distributing monitoring notices, conducting onsite visits or desktop reviews, timely reporting and responses, tracking, following up on correspondence, and if necessary corrective action plans.
4. Delivering monitoring reports within 15 business days after the on-site and/or desktop monitoring has concluded.
5. Coordinating with professional services contractors to incorporate program monitoring reports with the technical monitoring reports.
6. Analyzing monitoring results from monitoring reports and identifying trends in findings and concerns that will assist in training and technical assistance.
7. Working with IHCDA management, as needed, to update monitoring protocols.
8. Provide a schedule to IHCDA at the beginning of each month that lists each Sub-grantee that will be monitored during that month.
9. Maintaining a knowledge base required for this position and keep current on industry standards and techniques. Any Additional training that would be needed to maintain and improve knowledge base is at the expense of the selected respondent.

#### **Equipment**

- The selected respondent(s) will be allowed to use IHCDA’s diagnostic equipment.
- The equipment shall remain the property of IHCDA and must be signed out by the selected respondent(s) prior to removing equipment from IHCDA property.
- The selected respondent(s) must report any damage to or loss of equipment to the Community Programs Weatherization Manager within 24 hours.
- The selected respondent(s) must purchase its own hand tools and any consumables (fasteners, tape, glue etc.) that will be used during performing technical monitoring services.

#### **4. RFP TIMELINE**

August 9, 2017	RFP Released to the public
September 11, 2017	Proposals due to IHCDA by 5:00 p.m. Eastern Time.
September 21, 2017	Tentative selection(s) will be sent to the Contract Delegation Committee.
September 22, 2017	Contract awarded to selected respondent(s).

## **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.

### **2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**

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

- Experience with Weatherization at a state or federal level required
- Experience working with monitoring and/or compliance issues strongly preferred
- Experience working with federal grant funding preferred
- Experience in the Energy or Building Performance field required
- BPI Quality Control Inspector Certification required
- Intermediate or expert knowledge of building materials, construction techniques, home design
- Intermediate or expert knowledge of HVAC, plumbing and electrical systems
- Basic knowledge of blueprints and diagrams

### **Experience**

Additional experience pertaining to the following will also be weighed heavily in the selection process.

- Knowledge of the Department of Energy's program guidelines
  - Standard Work Specifications
- Knowledge of Indiana's Weatherization Assistance Program
  - Indiana's WAP Field Guide
- Ability to problem solve situations associated with Indiana's Weatherization program
- Highly collaborative style, and highly functional working with a variety of individuals with diverse backgrounds, education, and economic levels
- Strong attention to detail and follow-through
- Able to meet deadlines and adhere to task and project timelines
- Demonstrates exceptional communication and interpersonal skills
- Demonstrates exceptional writing and editing skills.
- Proactive in anticipating and alerting others to problems with projects or processes
- Able to maintain confidentiality of agency information
- Demonstrates customer service orientation
- Possesses business related computer skills including Microsoft Word, PowerPoint, and Internet usage (e-mail). Knowledge and experience in public or government contracting, employment law, grant management, not-for-profit, community development, or corporate law and other similar areas

### 3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFP
2. Past performance with IHCDA
3. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP
4. Experience of the Respondent
5. 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.)
6. Demonstrated understanding of the WAP and proposed strategy for management
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 supplied all requested information;
7. 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
8. 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. All of these requirements are described more fully in **Section 3 of Part 1** of this RFP, entitled "**Scope of Services**". Therefore, Respondent must review **Section 3 of Part 1** of this RFP very carefully before submitting its responses.

- A. Qualifications Coversheet, attached hereto
- B. Certification of Company or Individual(s), attached hereto
- C. Brief summary of Weatherization experience and qualifications
- D. Proof of BPI Quality Control Inspector Certification

- E. 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
- F. Budget; a one-year fee schedule for all costs associated with these services: from September 2017 to March 31, 2018. The fee schedule should include the following:
  - The description of each service, i.e. file monitoring, home inspection, etc.
  - The fee (per agency, file monitored, per day, etc.)
  - Budgeted amount (total)

**All costs (travel, time, supplies etc.) must be rolled into and reflected in the Respondent’s fee.** The template below should be used for the Fee Schedule submission. Please indicate whether fee is per Sub-grantee, per file monitored, per home, inspected, per day etc. Use format in table below.

SERVICE (Name of service provided)	FEE (Per Sub-grantee, per home or per file monitored, per day, etc.)	BUDGETED AMOUNT

**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.

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 Indiana Housing and Community Development Authority  
 30 South Meridian, Suite 1000  
 Indianapolis, IN 46204  
 pemery@ihcda.in.gov

**The deadline for submission is September 511, 2017 at 5:00 p.m. Eastern Time**

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 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 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.
- c. 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.”
- 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 government-wide 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.
- i. 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.

### **3. RFP TERMS AND CONDITIONS**

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

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDCA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.

- F. In no event shall any obligations of any kind be enforceable against 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.

<<TYPE SERVICE>>

#### 4. QUALIFICATIONS COVER SHEET

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATIONS  
Contact Person:

Title:  
Email Address:  
Phone:

Contract Signatory  
Authority:

Title:

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**5. CERTIFICATION OF RESPONDENT**

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