

REQUEST FOR PROPOSAL

For

Coordination with the Indiana Housing and Community Development Authority and the Indiana Balance of State Continuum of Care to develop a new Coordinated Entry Assessment Process

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: August 8, 2022 RESPONSE DEADLINE: September 12, 2022, 5:00 PM EST

TABLE OF CONTENTS

PART 1 SCOPE OF THIS REQUEST

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

PART 2 RFP PROCESS

- 1. SELECTION PROCESS
- 2. RESPONDENT'S PROPOSAL
- 3. QUALIFICATIONS EVALUATION CRITERIA
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS
- 5. RFP SUBMISSION ITEMS
- 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

PART 3 TERMS AND CONDITIONS

- 1. STATE POLICIES
- 2. FEDERAL REQUIREMENTS
- 3. RFP TERMS AND CONDITIONS
- 4. QUALIFICATIONS COVER SHEET
- 5. CERTIFICATION OF RESPONDENT

PART 1 SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSAL ("RFP")

The Indiana Housing and Community Development Authority ("IHCDA") seeks to contract with a contractor to provide consulting services to assist IHCDA and the Indiana Balance of State Continuum of Care ("IN BOS CoC") in the development of and training for implementing of a new Coordinated Entry process.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The IHCDA creates housing opportunities, generates, and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

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.

3. SCOPE OF SERVICES

The IN Balance of State Continuum of Care (BoS CoC) and IHCDA seek a consultant to aid in the research, development, and implementation of a new Coordinated Entry (CE) assessment process to replace the current VI-SPDAT assessment tool. The BoS CoC is seeking a CE assessment process that allows program providers to evaluate a household's assets and needs and that provides equitable outcomes across household types and demographic groups. Furthermore, it will allow for program providers to make appropriate adjustments to best serve individuals and families from uniquely-vulnerable populations, including but not limited to:

individuals fleeing domestic violence, human trafficking, dating violence, or stalking; veterans; individuals and families experiencing homelessness with severe service needs in rural areas; unaccompanied youth; and the unsheltered. The assessment process should allow for program providers to have autonomy to account for regional priorities and/or unique household situations and needs in a fair and equitable way. The consultant should be prepared to undertake the following activities when the contract commences:

1. <u>Actively communicate with IHCDA and BoS CoC CDE Assessment Taskforce leadership throughout the project</u>

- a. Meet with IHCDA staff, IN BOS CoC Board of Directors, and CE Committee Chairs to set expectations and provide updates on milestones.
- b. Arrange status meetings or calls as needed or requested by IHCDA staff.
- c. Provide IHCDA with all meeting notes, interview responses, training materials and draft materials upon completion of contract.

2. <u>Prepare the BoS CoC CDE Assessment Taskforce with information needed to select or create a new CE assessment process</u>

- a. Examine other CoC's CE assessments and national literature on CE assessments, identify promising practices, and present findings to the CE Taskforce.
- b. Review previous analyses and conduct listening sessions with CE regional program providers to gather feedback on the existing process and identify training needs, and present findings to the CE Taskforce.

3. <u>Facilitate the BoS CoC Taskforce through the selection or creation of a new CE assessment process.</u>

- Participate in biweekly (every other week) taskforce meetings and facilitate the portions
 of the meeting needed to lead the committee through the CE assessment selection or
 creation process.
- b. Coordinate with IHCDA's HMIS team to ensure that data collection is forefront during the planning process.
- c. Assist the taskforce with presenting a recommendation for the new process to the IN BOS CoC Board of Directors.

4. <u>Provide or coordinate information sessions and trainings to support the work of the BoS CoC CE Assessment Taskforce</u>.

- a. Facilitate a session at the IN BOS CoC Fall Development Day (November 2022) about the IN BoS CoC's creation of the new CE process, including the importance of the project to ensuring the most vulnerable Hoosiers are able to access the services they need.
- Conduct or find an appropriate third party to conduct training on how to avoid bias in CE assessment. (This training session could take place at the IN BOS CoC Fall Development Day event as well as in webinar sessions in 2023.)
- 5. <u>Assist IHCDA and BoS CoC CDE Assessment Taskforce in planning for implementation of the chosen CE assessment process.</u>
 - a. Assist the taskforce in creating a plan to train regional program providers and IHCDA staff on the new CE assessment process.
 - b. Assist IHCDA in creating a timeline and plan for incorporating the new CE assessment process into current operating procedures, including the HMIS system.

4. **RFP TIMELINE**

August 8, 2022 September 12, 2022 September 20, 2022 September 30, 2022 March 31, 2023 RFP released to the general public. RFP responses are due to IHCDA by 5:00 p.m. EST Selected vendor will be notified by 5:00 p.m. EST Contract details finalized or Contract start date? Contract end date

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. RESPONDENT'S PROPOSAL

Respondent must provide the following information to be deemed responsive to this RFP. Respondent's total proposal should not be no more than 10 pages in length and should use standard margins, line spacing and font size (the 10 page limit does not include samples of past work and resumes of key staff).

Technical Proposal:

Respondent must address how it proposes to deliver the services requested in Section 3 of Part 1 of this RFP in the order described in that section. Please include the proposed format for the various sessions and provide sample questions or methods that will be used during these sessions to solicit candid feedback.

Respondent must include a reasonable, proposed timeline for activities which would enable the completed assessment tool to be available by March 31, 2023. Respondent must also identify any potential challenges to completing the work as presented and recommend strategies to mitigate those challenges.

Experience:

Respondent must provide a narrative highlighting its experience developing Coordinated Entry Assessment tools with past clients. This will include details regarding Respondent's approach and methodology for working with clients to create a productive and collaborative work environment. Experience with government or non-profit clients must be highlighted.

Respondent must also include a resume or CV for each person who would provide services under the contract, if Respondent, is selected. Respondent should indicate whether the person is an employee of Respondent or a subcontractor.

Samples of Past Work and References:

Sample documents should be provided to showcase Respondent's past work. Samples may include: Coordinated Entry assessment tools, completed by the Respondent, other projects created by the Respondent for or in collaboration with a Continuum of Care, training materials created for or in collaboration with a Continuum of Care, and projects of a similar nature.

Documents should be provided in PDF format where possible and may include a link to the project. Executive summaries or excerpts of larger works may be appropriate in instances where documents are greater than 30 pages or contain sensitive information.

Please provide at least three (3) samples of work product from past clients. Individual samples should not be greater in length than 30 pages Each sample should include the: name, mailing

address, telephone number, and email address of a contact person who can speak to the Respondent's quality of the work and collaborative approach.

Cost Proposal:

Respondent must present its total fee as a not to exceed amount for the services listed herein.

Fee Schedule:

All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Respondent's fee. Please provide a proposed budget, utilizing the following format.

| Category | Deliverable(s) | Budgeted Amount |
|----------|----------------|--------------------|
| | | |
| | | |
| | | |
| | | |

3. QUALIFICATIONS EVALUATION CRITERIA

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

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

4. RESPONSIBLE RESPONDENT REQUIREMENTS

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

- 1. Have adequate financial resources to perform the project, or the ability to obtain them;
- 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
- **3.** Have a satisfactory performance record with IHCDA;
- **4.** Have a satisfactory record of integrity and business ethics;
- **5.** Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- **6.** Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- 7. Have supplied all requested information;
- 8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and

9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category of **Section 2 of Part 2 of the RFP**, entitled "**Respondent's Proposal**". The Respondent must also submit the **Qualifications Coversheet** and the **Certification of Company** located at the end of this RFP.

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.

Elizabeth Greene
CoC Network Liaison
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
CommunityServices@ihcda.in.gov

The deadline for submission is September 12, 2022 at 5:00 PM EST.

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

TERMS AND CONDITIONS

1. STATE POLICIES

- 1. **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 may be required to attend online ethics training conducted by the State of Indiana.
- 2. 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.
- 3. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>. 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.
- 4. <u>CONFIDENTIALITY OF STATE INFORMATION</u>. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. <u>APPEALS/PROTEST</u>: 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 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.
- 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.
- j. Notice 24 CFR 578.
- k. CPD-17-01.
- I. According to 24 CFR 578.95 (d), no covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure. In accordance with 24 CFR 578.95 (d), the Contractor cannot participate in any decision-making process, (1) that involves CoC projects that the Contractor is being paid to provide services for with Continuum of Care Funding or (2) involves an organization with which the Contractor has a financial interest in or from which it may obtain a financial benefit. The decision-making process would include influencing discussions or decisions concerning the award of a grant or other benefits to that organization, as a Board member, committee member, etc.

3. RFP TERMS AND CONDITIONS

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

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

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

STRATEGIC PLAN DEVELOPMENT SERVICES

4. QUALIFICATION COVER SHEET

| Name of Individual, Firm or Business: | |
|---|--|
| Address: | |
| Phone Number: Fax Number: Web Site Address: | |
| QUALIFICATION Contact Person: | |
| Title: Email Address: Phone: | |
| Contract Signatory Authority: | |
| Title: | |

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

| I hereby certify that the information contained correct and may be viewed as an accurate re organization. I acknowledge that I have read a and agree to abide by the terms and conditions | epresentation of proposed services to be pro- nd understood the requirements and provision | vided by this |
|--|--|---|
| I am t | he | _ of |
| the (type name of signatory authority) corpor company and the Respondent herein, and I an Housing and Community Development Authority | n legally authorized to sign this and submit it to | • |
| 18 U.S.C. § 1001, "Fraud and False Statemer jurisdiction of the executive, legislative, or judic who knowingly and willfully: (1) falsifies, concefact; (2) makes any materially false, fictitious, uses any false writing or document knowing the statement or entry; shall be fined under this titled. | cial branch of the Government of the United St eals, or covers up by any trick, scheme, or devi or fraudulent statement or representation; or same to contain any materially false, fictitious, | ates, anyone ice a material (3) makes or or fraudulent |
| Respondent: | | |
| Signed: | | |
| Name: | | |
| Title: | | |
| Date: | | |
| Firm name: | _ | |