



**REQUEST FOR PROPOSALS**

**For**

**HOME Investment Partnerships Program  
Innovation Program**

**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: December 6, 2021**

**RESPONSE DEADLINE: January 31, 2022, 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 (“IHCDA”), in partnership with the Family and Social Services Administration Division of Mental Health and Addiction (“DMHA”), is seeking to select up to three (3) Community Housing Development Organizations (“CHDOs”), as defined in 24 CFR 92, to propose an innovative affordable housing project to create permanent supportive housing units for persons with a co-occurring substance use disorder and mental illness.

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

#### **MISSION STATEMENT**

The Indiana Housing and Community Development Authority (“IHCDA”) provides housing opportunities, promotes self-sufficiency, and strengthens communities. To accomplish this IHCDA will:

- Promote place-based initiatives that will allow Hoosiers opportunities to improve their quality of life;
- Create and preserve housing for Indiana’s most vulnerable population;
- Enhance self-sufficiency initiatives in existing programs; and
- Promote a value-driven culture of continuous improvement.

#### **VISION**

IHCDA envisions an Indiana with a sustainable quality of life for all Hoosiers in the community of their choice. We believe that growing Indiana's economy starts at home and 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 public 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 selected Respondents will be required to attend an intensive HOME Project Development Training focusing on rental housing development. The training will help teams learn how to navigate the federal requirements of the HOME Investment Partnerships Program (“HOME”) and learn how to design and implement permanent housing with supportive services for the targeted population. IHCD and its program partners will provide supplemental training on planning, rental assistance resources, and supportive services.

The selected Respondents are required to attend all trainings to refine their proposed project and work collaboratively with their teams. The three teams will then participate in ongoing meetings, which may include, but will not be limited to, monthly check in calls and quarterly in-person meetings. Quarterly in-person meetings will bring together the cohort of selected Respondents and will be designed to provide opportunities to share challenges, best practices, and other ideas.

Upon successful completion of this training, the selected Respondents will each be eligible to apply for non-competitive capital funding to develop the rental units. Each team may request up to \$1,500,000 through IHCD’s HOME Program in the form of a grant and up to \$500,000 through IHCD’s Development Fund Program in the form of a loan to develop the rental units. Respondents may also request up to \$30,000 in CHDO Predevelopment Funding in accordance with 24 CFR 301 (a) and \$50,000 in CHDO Operating Support in accordance with 24 CFR 300 (f).

The selected Respondents will be required to submit a HOME application, pro-forma, and other applicable attachments to IHCD. The funding request must meet all regulations as defined under 24 CFR 92 and in IHCD’s HOME policy, including but not limited to, threshold review, underwriting requirements, and cost allocation analysis. Requests for funding are subject to approval by IHCD’s Board of Directors.

All rental units developed through this Program must meet all HOME Program compliance requirements under 24 CFR 92 and IHCD’s Federal Programs Ongoing Rental Compliance Manual for the duration of the project’s affordability period. In addition, throughout the affordability period, all units must be leased to HOME-qualified households in which at least one member has a co-occurring substance use disorder and mental illness.

The following supportive housing requirements will apply to all projects developed through this Initiative:

- Housing is permanent, not transitional or with time limits.
- Tenants hold leases and acceptance of services is not a condition of occupancy.
- Housing is based on the Housing First model, including eviction prevention and harm reduction strategies.
- Comprehensive case management and supportive services are accessible to tenants where they live and are offered in a manner designed to maximize housing stability, choice, and self-sufficiency.
- Must design tenant screening procedures and tenant selection plans that ensure tenants are not screened out for having too little or no income, active substance use or a history of substance use, or a history of victimization (e.g., domestic violence, dating violence, sexual assault or abuse, stalking, or human trafficking).

Respondents will be limited to proposals for developments to be located within an Indiana city or town that is outside of a HUD-designated HOME participating jurisdiction or within the cities of Anderson,

East Chicago, Hammond, Muncie, or Terre Haute. Excluded participating jurisdictions include the following: Bloomington, Evansville, Fort Wayne, Gary, Indianapolis\*, Lafayette Consortium\*\*, and South Bend Consortium\*\*\*.

\*Excluding the Marion County Cities of Beech Grove, Lawrence, Speedway, and Southport. The Town of Cumberland is excluded when the housing activity is outside of Marion County.

\*\*Lafayette Consortium is made up of the Cities of Lafayette and West Lafayette and the unincorporated areas of Tippecanoe County. Other incorporated areas are eligible to receive assistance.

\*\*\*South Bend Consortium is made up of the Cities of South Bend and Mishawaka and the unincorporated areas of St. Joseph County. Other incorporated areas are eligible to receive assistance.

IHCDA will select at least one applicant proposing a development in a rural area. For purposes of this program, “rural” will be defined as:

- Located within the corporate limits of a municipality with a population of 14,999;
- In an incorporated area of a county which does not contain a town or city larger than 14,999;  
or
- In an unincorporated area of a county that does contain a municipality with a population of 14,999 if:
  - The development is outside the one-mile jurisdiction of the municipality; and,
  - The development does not have access to public water or public sewer from the municipality.

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

December 6, 2021	RFP released to the general public
January 10, 2022	Informational Webinar
January 31, 2022	Responses due to IHCDA by 5:00 p.m. Eastern Time
February 2022	Approval of selected teams at IHCDA Board of Directors Meeting
Summer and Fall 2022	Training series- dates TBD

## **PART 2**

## **RFP PROCESS**

### **1. SELECTION PROCESS**

Evaluation of all proposals will be completed by a selection committee consisting of staff from IHCD. Respondent must be responsive and responsible as described in Part 2 Sections 2 and 3 below. Selection is at the sole discretion of the selection committee. Award recommendations will be taken to the February 2022 IHCD Board of Directors meeting for final approval. IHCD board meetings are open to the public.

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

#### **Complete Compliant Proposal**

Respondent must submit a complete proposal which addresses all applicable questions enumerated in Part 2 Section 4 and includes the submission and receipt by IHCD of all items enumerated in Part 2 Section 6 of this RFP.

#### **Not-for-Profit Status**

Respondent must be a nonprofit corporation recognized as tax exempt under Section 501(c)(3) or 501(c)(4) of the U.S. Internal Revenue Code of 1986, as amended and provide proof of such status. In addition, Respondent must be eligible to be certified as an IHCD designated CHDO, per CHDO requirements in 24 CFR 92.

In addition, team must include a [Community Mental Health Center](#) (“CMHC”) as the primary supportive service provider.

#### **Financial Capacity**

All team members must demonstrate financial capacity to administer the program through the complete submission of 2020 and 2021 financial statements.

#### **Past Award Performance (if applicable)**

Past award performance, including history of complying with federal, state and local guidelines, meeting benchmarks, and quality of work performed and services provided will be considered. Any entity currently suspended or debarred by or in default with IHCD will be disqualified. Applicants are not required to submit documentation to attest to past award performance. IHCD will review documentation from previous awards to evaluate Respondent’s past award performance, if applicable.

#### **Commitment**

By submitting a proposal, Respondent agrees to participate in all mandatory program trainings and meetings.

### **3. RESPONSIBLE RESPONDENT REQUIREMENTS**

IHCD shall not award any funds 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 IHCD;A;
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. If it is an entity described in IC Title 23, it must be registered, and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register with the 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 Respondent 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.

#### 4. EVALUATION CRITERIA

Respondent may not submit more than one response to this RFP. However, a service provider partner may be attached to multiple proposed projects.

The following will be IHCD;A's primary consideration in the selection process, therefore, Respondent must comply with the following requirements:

1. Satisfaction of Threshold Criteria: Respondent must meet each requirement enumerated in Part 2 Section 2 "Minimum Requirements" and Part 2 Section 3 "Responsible Respondent Requirements" and must submit all documentation listed in Part 2 Section 6 "Submission Items" to receive consideration in the selection process.
2. Identification of Team Members: Submit an [IHCD;A CHDO application](#) and a narrative (not to exceed 1 page) describing the composition of the development team. Team must consist, at a minimum, of a CHDO, a management company (if the CHDO will not self-manage), and a supportive service provider. Include the following information:
  - a. Explanation of whether the CHDO will act as a CHDO Developer or a CHDO Sponsor, per the definitions set forth in 24 CFR 92.
    - Under the Developer role, the CHDO is required to both manage all aspects of development and own the property through its Period of Affordability.
    - Under the Sponsor role, the CHDO is required to manage all aspects of development but may convey ownership of the project to another nonprofit. The second nonprofit must be financially and legally separated from the CHDO Sponsor. Any proceeds gained from the conveyance are considered CHDO proceeds and may be retained by the CHDO. If the CHDO will be a Sponsor, the narrative must identify the nonprofit that will maintain long-term ownership.
  - b. Identification of management company. If CHDO will self-manage, Respondent must specifically state this information.
  - c. Identification of a supportive service providers. The primary supportive service provider must be a CMHC. Additional service providers may be identified to complement the services provided by the CMHC.
3. Experience of Respondent: Submit a narrative (not to exceed 5 pages) describing the relevant experience of the CHDO, management company, and supportive service provider. Respondent must include the following information for each team member:

- a. Experience administering federal programs, specifically any experience administering a HOME grant for affordable rental housing development
  - b. Experience owning and operating affordable housing and, if applicable, permanent supportive housing
  - c. Experience serving persons with mental illness and/or substance use disorder
  - d. Summary of any previous collaboration, if applicable, between team members
4. **Program Description:** Submit a narrative (not to exceed 7 pages) describing the overall project concept. Respondent must include the following information:
  - a. Proposed project location, number of units, and design. Note: site control, architectural plans, and budgets are not required at this phase. IHCDCA anticipates the project concept will change during the training and technical assistance series.
  - b. Scope of supportive services to be provided by the CMHC and other service providers, including a proposed plan on which services will be offered onsite to residents. Include a proposed staffing model for supportive services.
  - c. Plan to solicit feedback from persons with mental illness and substance use disorders and to incorporate feedback to make program improvements.
  - d. Describe how your tenant selection and supportive service delivery will support diversity, inclusion, and equity to ensure that housing stability services are being provided equitably to persons of color, persons with disabilities, etc.
  - e. Sample metrics to be used to measure program outcomes.
  - f. Proposed program implementation timeline.
5. **Problem Statement/Unmet Need:** Submit a narrative (not to exceed 5 pages) describing the unmet need in the community. Respondent should provide relevant data which may include data about available housing, housing concerns, demographic or economics factors, and data about mental illness and substance use disorders in the community. Respondent should define the extent to which the unmet need impacts the community and how current resources do not address the unmet need.
6. **Key Staff:** For each team member (CHDO, management company, and supportive service provider), identify key staff who will implement the program.
  - a. For each person identified, provide a current resume and a brief narrative (no more than 1 page each) describing why this person was selected and their anticipated role in the program.
  - b. Provide a current organizational chart for each organization.

## 5. SCORING CRITERIA

Proposals will be scored according to the point system described in this section. Up to 100 points is available to all respondents. Proposals which fail the minimum threshold criteria will not be scored.

### Minimum Threshold Criteria:

- Complete compliant proposal addressing all items listed in Part 2 Sections 2 & 3 and all documents listed in Part 2 Section 6
- Not-for-Profit Status – 501(c)(3) designation for the CHDO
- Team must include a CMHC as the primary supportive services provider
- Financial capacity to administer the program, including the provision of required financial documentation
- Past award performance with IHCDCA- not on IHCDCA's suspension or debarment list or in default

**Scoring Criteria:** The following criteria are further defined in Part 2 Section 4 above.

1. Identification of Team Members and Key Staff (10 points)



2. Experience of Respondent (30 points)
3. Program Description (30 points)
4. Problem Statement/Unmet Need (30 points)

## 6. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. Each of these requirements are described more fully in **Part 2 Sections 2, 4, and 5 of this RFP**. Therefore, Respondent must review Sections 2, 4, and 5 of Part 2 of this RFP carefully before submitting its response. The Respondent must also submit the Proposal Coversheet and the Certification of Company using the templates located at the end of this RFP Document.

### Checklist of Submission Requirements

1. Proposal Coversheet. Qualifications Coversheet (required template included at end of this RFP packet).
2. Certification of Respondent. Certification of Respondent (required template included at end of this RFP packet).
3. Not for Profit Status. Verification of 501(c)(3) status for CHDO partner
4. Financial Capacity. 2020 and 2021 financials for CHDO, management company, and CMHC.
5. IHCDA CHDO Application
6. Narratives addressing all applicable questions for the following sections, as defined in Part 2 Section 4 of this RFP:
  - Team Member Narrative (not to exceed 1 page)
  - Experience Narrative (not to exceed 5 pages)
  - Program Description Narrative (not to exceed 7 pages)
  - Problem Statement Narrative (not to exceed 5 pages)
7. Key Staff. Identification of key program staff, resumes, narratives, and organizational chart.

## 7. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Responses must be submitted via email. All documents must be in PDF format.

Peter Nelson  
HOME and HTF Manager  
Indiana Housing and Community Development Authority  
[pnelson@ihcda.in.gov](mailto:pnelson@ihcda.in.gov)

**The deadline for submission is January 31, 2022, at 5:00 PM Eastern Time.** Applications that do not contain all 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 IHCD 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 IHCD Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- C. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- D. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. **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, IHCD 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:
    - 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

F. **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.

G. **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.

H. **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.

## 2. FEDERAL REQUIREMENTS

Respondent understands that it must comply with the federal requirements described in the RFP and listed below and must have knowledge of the HOME requirements related to CHDOs and Rental housing, including but not limited to the requirements listed below:

- a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- b. 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).
- c. 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.
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Respondents 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.
- e. 24 CFR 92, HOME Investment Partnerships Act.
- f. EO 13166, signed on August 11, 2000, directs all federal agencies, including the Department of Housing and Urban Development (HUD), to work to ensure that programs receiving federal financial assistance provide meaningful access to Limited English Proficient (“LEP”) persons.
- g. The Violence Against Women Act (VAWA) requirements as modified by 24 CFR 92.359 (b) and (c).
- h. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35 subparts A, B, J, K, M and R.
- i. 31 U.S.C. 1352, Byrd Anti-Lobbying Amendment.
- j. Applicable Portions of 2 CFR 200, Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards, which includes but is not limited to the following requirements:
  - i. 2 CFR 200.501, Audit requirements.

- ii. 2 CFR 200.113, Mandatory Disclosures.
- iii. 2 CFR, 200.62, Internal Controls.
- iv. 2 CFR, 200.318, General Procurement Standards and Conflict of Interests.
- v. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.
- vi. 2 CFR 200.326, Bonding Requirements
- k. 24 CFR 92.351, Affirmative Fair Housing Marketing Plan for rental projects containing five (5) or more HOME-assisted housing units.
- l. 24 CFR 92.219 and 24 CFR 92.220, Matching Contributions.
- m. 24 CFR 92.206 (d)(5), Rent-Up Reserve.
- n. 24 CFR 92.356(f), Conflict of Interest.
- o. 24 CFR 92.251, Property Standards.
- p. 24 CFR 92.252, Affordability Period Requirements.
- q. The Davis-Bacon Act requires that workers on certain Federally assisted developments receive no less than the prevailing wages being paid for similar work. Prevailing wages are computed by the U.S. Department of Labor and are issued in the form of a Federal wage decision for each classification of work. The Davis-Bacon Act will apply to awards for the following types of projects: (1) rehabilitation or new construction of a residential property containing twelve (12) or more HOME-assisted units; and (2) affordable housing containing twelve (12) or more units assisted with HOME Funds regardless of whether HOME Funds are used for construction or non-construction activities. Such property may be one (1) building or multiple buildings owned and operated as a single development. Any such contract or award must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- r. 24 CFR 92.300(a)(2), Use of CHDO proceeds.
- s. 24 CFR 92.503(b), Requirements related to recaptured funds.
- t. 24 CFR 252(f)(2) and (f)(3), Rent limits and occupancy levels, changes in rent.
- u. 24 CFR 92.2, Definition of CHDO
- v. 24 CFR 5.609 and 24 CFR 5.611(a), Income calculations.
- w. 24 CFR 92.253 (a) and (b), Lease and Prohibited Lease Provisions
- x. 24 CFR 300, CHDO requirements
- y. 24 CFR 353, 92.353 Displacement, relocation, and acquisition.

### **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 respondents, 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, IHCD A 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 IHCD A 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. IHCD A reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCD A upon submission and will not be returned to the Respondent.
- K. IHCD A 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.

## PROPOSAL COVERSHEET

Name of Individual, Firm, or Business: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Qualification Contact Person: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

Contract Signatory Authority Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

### CERTIFICATION OF RESPONDENT

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

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

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

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_