REQUEST FOR PROPOSALS

for

Trainer for HOME Investment Partnerships Program

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:  July 12, 2017

RESPONSE DEADLINE:  July 24 2017, 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”) is requesting proposals from Respondent to conduct five (5) training sessions targeted toward Indiana Participating Jurisdictions (“PJs”) and Community Housing Development Organizations (“CHDOs”) to be held at the 2017 Indiana Housing Conference presented by IHCDA and the Indiana Affordable Housing Counsel on August 15-16, 2017. These training sessions will provide educational opportunities for PJs and CHDOs across the State of Indiana regarding the HOME Investment Partnerships. The selected respondent under this RFP will enter into a contract with IHCDA to conduct a total of five (5) workshops sessions at the 2017 Indiana Housing Conference.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

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

- 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**

IHCDA and other Indiana PJs receive the HOME Investment Partnerships Program (“HOME”) funds through the U.S. Department and Housing and Urban Development. Since 2016, IHCDA has scheduled HOME training so that is provided during the Indiana Housing Conference.

The 2017 HOME track will target other PJs across Indiana, as well as IHCDA-certified CHDOs. The track will focus on providing training on the HOME regulations, and providing guidance to PJs regarding best practices in the implementation of the HOME program.

In consultation with IHCDA, the Respondent, if selected, will be responsible for coordinating, and facilitating five (5) sessions during the 2017 Indiana Housing Conference. The Respondent will work with IHCDA to design the trainings based upon the needs of Indiana PJs. Each session will last approximately 50 minutes.

4. **RFQ TIMELINE**

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<tr>
<th>Date</th>
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<tr>
<td>July 12, 2017</td>
<td>RFP released to the general public</td>
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<tr>
<td>July 24, 2017</td>
<td>Responses due to IHCDA by 5:00 p.m. Eastern Time</td>
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<tr>
<td>July 25-27, 2017</td>
<td>Finalist Interviews</td>
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<tr>
<td>July 28, 2017</td>
<td>Final Selection Made</td>
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PART 2 RFQ PROCESS

1. SELECTION PROCESS

Evaluation of all proposals will be completed by IHCDA. Respondent must be responsive and responsible as described in Sections 2 and 4 below. Selection of a respondent is at the sole discretion of IHCDA.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

1. Respondent must complete RFP.
2. Respondent must submit training outlines for each proposed workshop session with a short sample of the presentation and syllabus that Respondent would use at each workshop session and supporting instructional materials for each workshop session (which includes sample activities and curriculum).

Experience
Experience pertaining to the following will be weighed heavily in the selection process.
- Demonstrated knowledge of the HOME Investment Partnerships Program (“HOME”); and
- Demonstrated experience training individuals on HOME regulations and requirements and affordable housing development (Previous experience as a trainer for HUD, is a plus.)

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Respondent’s compliance with submission requirements of this RFP.
2. Innovative training methods as evidenced by sample activities and curriculum.
3. As assessment of the Respondent’s ability to deliver the indicated services in accordance with the specifications set out in this RFP.
4. Clarity and Quantity of past work/capacity.
5. Quality of Presentation.
6. Being certified as a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).
7. Length of experience as a trainer.
8. Past award performance, including history of complying with IHCDA and/or federal guidelines, meeting benchmarks and quality of work performed and services provided.
9. Competitive fee, all costs (travel, time, supplies etc) must be rolled into and reflected in one standardized fee, which must be a flat fee that reflects the Respondent’s fee per training session conducted pursuant to the RFP, not an hourly rate.

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 is an entity described in IC Title 23, is properly registered, and owes no outstanding reports to the Indiana Secretary of State (There is a fee to register with the 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 heading summarized below. All of these requirements are described more fully in Part 2 of Section 3 of this RFP, entitled “Qualifications Evaluation Criteria”. Therefore, Respondent must review Part 2 Section 3 of this RFP very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP Document.

Checklist of Submission Requirements

- Cover Letter;
- Company resume;
- Information regarding the experience of the company including names and brief resumes of potential trainers;
- Number and description of HOME, CHDO, or Community Development trainings performed by the Respondent within in the past three (3) years;
- Training outlines for each proposed workshop session with a short sample of the presentation and syllabus that Respondent would use at each workshop session and supporting instructional materials for each workshop session (which includes sample activities and curriculum); and,
- Outline of proposed fee structure.

Please try to limit all narrative portions of the proposal to no more than five pages.
6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

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

Samantha Spergel
Director of Real Estate Production
Indiana Housing and Community Development Authority
30 South Meridian, Suite 1000
Indianapolis, IN 46204
sspergel@ihcda.in.gov

The deadline for submission is July 24, 2017 at 5:00 PM 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.

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.

2. **FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations as applicable:

- 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.


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.


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.
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:
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: ________________________________