



Indiana Housing & Community Development Authority

REQUEST FOR PROPOSALS

for

Environmental Review Record and Section 106 Review Consultant

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

<http://www.in.gov/ihcda/>

317-232-7777

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RESPONSE DEADLINE: February 24, 2025

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PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”) AND SCOPE OF SERVICES

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to engage a qualified professional to provide reviews for the Environmental Review Record and the Section 106 procedures pursuant to U.S. Department of Housing and Urban Development (“HUD”) and IHCDA applicable regulations.

IHCDA is requesting proposals from qualified professionals to perform environmental compliance reviews on behalf of IHCDA in accordance with the requirements set forth in 24 C.F.R. Part 58 (“Environmental Review Record or ERR”), and its obligations set forth in Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. § 470f] (“Section 106”) and 36 CFR Part 800. These reviews shall be conducted for the following IHCDA funding sources based on the specific requirements of the applicable program regulations: HOME Investment Partnerships Program (“HOME”), the National Housing Trust Fund (“HTF”), Community Development Block Grant (“CDBG”), Project Based Voucher program (“PBV”), Healthy Homes Production Grant program (“HHP”), Healthy Homes Weatherization Cooperation Grant program (“HHWC”), Lead Hazard Reduction Grant program (“LHR”), and 811 Project-based Rental Assistance (“811 PRA”). Therefore, the purpose of this RFP is to solicit proposals from Responsive and Responsible Respondents, as described in Sections 2 and 4 of Part 2, of this RFP, to review both the ERR and the Section 106 documentation submitted to IHCDA for its HOME, CDBG, HTF, PBV, HHP, HHWC, LHR, 811 PRA, and other applicable funding sources.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

VISION

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

MISSION STATEMENT

To provide housing opportunities, promote self-sufficiency, and strengthen 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
- Promote a value-driven culture of continuous improvement

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. **RFP TIMELINE**

January 27, 2025

February 24, 2025

March 7, 2025

RFP released to the general public

RFP responses due

Final selection made

PART 2

RFP PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA and Indiana Department of Natural Resources Division of Historic Preservation & Archaeology. Respondent must also be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

Credentials

The Respondent must meet or exceed the Federal requirements stated in “Archaeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines,” Federal Register, Vol. 48, No. 190-September 29, 1983, Pt. IV (see https://www.nps.gov/history/local-law/arch_stnds_9.htm).

Therefore, the Respondent must meet or exceed the following minimum education and experience for only one of the stated professions. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or an equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Experience

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

- Familiarity and knowledge of 24 CFR Part 50 and 58
- Five years of relevant experience with HOME and/or CDBG, preferred
- Familiarity and knowledge of the Federal Historic Preservation Tax Credit program
- Experience in construction and real estate development preferred.

Past Contract Performance (if applicable)

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

3. 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 if it is an entity described in IC Title 23, it must be properly registered, and owe 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.

4. QUALIFICATIONS EVALUATION CRITERIA

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

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. Key Staff: Identify the key staff members who will conduct environmental review services under this contract, if selected.
 - a. For each staff member identified, provide a current resume.
 - b. For each staff member, provide a brief narrative (no more than 1 page each) describing why this person was selected and their anticipated role in this contract.
3. Experience of Respondent: Submit a narrative (not to exceed 5 pages) describing the Respondent's relevant experience in conducting Part 58 Environmental Reviews and Section 106 Historic Reviews. The narrative must include the following information:
 - Demonstration of meeting or exceeding the required credentials.
 - Respondent's demonstrated experience with the HUD programming, most specifically HOME and HTF programs, as these represent the bulk of the contract work.
 - Respondent's demonstrated experience with the Federal Historic Preservation Tax Credit program
 - Past performance with IHCDA and its programs, if applicable.
 - Demonstrated knowledge of the below specified federal regulations. Provide work examples to demonstrate proficiency:
 - 24 CFR Part 58; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
 - 24 CFR Part 51; Environmental Criteria and Standards
 - 24 CFR Part 55; Floodplain Management
 - 36 CFR Part 800; Protection of Historic Properties
 - 40 CFR Parts 1500-1508; Council on Environmental Quality Implementation of NEPA Procedural Provisions

4. **Pricing Proposal:** Submit a narrative identifying the proposed fee structure. Pricing can be reflected in as a flat fee structure based on program – HOME Rental, HOME Homebuyer, HTF, PBV, CDBG, HHP/LHR/HHWC, 811 PRA, and admin fees. **All costs (travel, time, supplies etc.) must be rolled into and reflected in one standardized, flat fee that reflects the Respondent's fee per each ERR/Section 106 submission that is reviewed pursuant to this RFP, not an hourly rate.**

5. SCORING CRITERIA: MAXIMUM 50 POINTS

1. Capacity of Respondent: 40 points
 - a. Key Staff and Organizational Capacity: 20 points
 - b. Experience of Respondent: 20 points
2. Pricing Proposal: 10 points

6. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Section 2 of Parts 2, 4, and 5 of this RFP**. Respondent must review **Section 2 of Parts 2, 4, and 5** 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.

Checklist of Submission Requirements:

- A. **Proposal Coversheet.** Qualifications Coversheet (required template included at the end of this RFP packet).
- B. **Certification of Respondent.** Certification of Respondent (required template included at the end of this RFP packet).
- C. **Proof of meeting required credentials.** Proof should be evidenced by Respondent completing the applicable Indiana Department of Natural Resources division of Historic Preservation and Archeology form(s) and submitting them to IHCDA as part of Respondent's proposal (do not send to DHPA). Forms are attached to this RFP.
- D. **Key Staff.** Identification of key program staff including resumes and narratives.
- E. **Narratives** addressing all applicable questions in Part 2 Section 4 of this RFP:
 1. Experience of Respondent (not to exceed 5 pages)
 2. Pricing Proposal
- F. **Two Professional References**

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

Written questions regarding this RFP will be accepted until 5:00 PM Eastern Time on February 24th, 2025. All questions must be submitted to Meagan Heber, Placemaking and Environmental Review Manager, via mheber@ihcda.in.gov.

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Meagan Heber
Placemaking and Environmental Review Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900

Indianapolis, IN 46204
mheber@ihcda.in.gov

The deadline for submission is Monday, February 24th 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.

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- C. **EMPLOYMENT ELIGIBILITY VERIFICATION:** 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 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.
- E. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.

Additionally, if this RFP is related to software, Respondent agrees that IHCDA owns all of the data that it imports, populates or otherwise adds into the Respondent's software. Therefore, upon the expiration or termination of any contract that Respondent enters into with IHCDA pursuant to this RFP, the Respondent must export IHCDA's data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.
- F. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion

of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- A. The RFP.**
- B. A list of all vendors who received the RFP.**
- C. The name and address of each Respondent.**
- D. The amount of each offer.**
- E. A record showing the following:**
 - 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.**
- G. 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.
- H. 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.
- I. 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 Staff Attorney, who shall issue a written decision on the matter. The Staff Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Staff Attorney within thirty (30) days of its receipt. The decision of the Staff Attorney is final.

2. FEDERAL REQUIREMENTS

- 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. **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.
- C. **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.
- D. **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.

- E. **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).
- F. **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.
- G. **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.

H. Procurement of Recovered Materials. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As describe

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

J. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

K. § 200.322 Domestic preferences for procurements.

a. To the greatest extent practicable under a Federal award, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Requirements set forth in Section 2 of Part 2, of this RFP, entitled “Credentials” that describes the credentials required under federal law to perform Section 106 reviews.

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. **If awarded a contract pursuant to this RFP, the Respondent waives all rights to apply for IHCDA Real Estate Department funding as an applicant, developer, or consultant for a period of two (2) years from the date the contract expires and understands that it will be deemed ineligible to receive funding from IHCDA during this period of time.**
- J. IHCDA reserves the right not to award a contract pursuant to the RFP.
- K. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- L. 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.
- M. 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.
- N. 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:

- i. Cease all activities with that Respondent.
- ii. Begin contract preparation activities with the next highest ranked Respondent.
- O. A copy of IHCDA's most recent Contract Boilerplate is attached 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.
- P. Additionally, IHCDA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDA to provide insurance
 - b. Any provision requiring IHCDA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal
 - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

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 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: _____