



**REQUEST FOR PROPOSALS**

**for**

**Indiana Balance of State Continuum of Care Strategic Plan Completion and  
Implementation Services**

**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: February 12<sup>th</sup>, 2020  
RESPONSE DEADLINE: March 9<sup>th</sup>, 2020, 5:00 PM EST**

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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 seeks to contract with an individual or entity to develop and implement an updated strategic plan for the Indiana Balance of State Continuum of Care as described in the Scope of Services section of this RFP.

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

#### **MISSION STATEMENT**

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

#### **VISION**

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

#### **OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)**

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

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

The U.S. Department of Housing and Urban Development (“HUD”) Continuum of Care (“CoC”) Program (24 CFR part 578) is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, states, and local governments to quickly rehouse homeless individuals, families, persons fleeing domestic violence, dating violence, sexual assault, and stalking, and youth while minimizing the trauma and dislocation

caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness. The CoC Program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act, (42 U.S.C. 11381–11389) (the Act), and the CoC Program rule found in 24 CFR part 578 (the Rule).

For an entity to receive CoC funds it must have a CoC board that oversees the regions strategy, geographic service area, and policy/funding approval. The Indiana CoC Balance of State (“BoS”) Board’s geographic service area includes every county in Indiana except Marion County. The Community Services division of IHCDA is the designated partner with the CoC BoS Board and administers the CoC dollars on its behalf.

The purpose of this RFP is to solicit proposals for an individual or entity to assist in the expansion of the CoC BoS current strategic plan to align program resources to reduce homelessness across the state. A previous plan was created for 2017-2020 but it was not seen to fruition due to staffing changes. This plan should communicate clear goals, metrics, and tools for success.

The Respondent, if selected through this RFQ, should be prepared to undertake the following activities when the contract commences:

**A. Prep work:**

- a. Review previous materials including previous strategic plan results and planning materials, CoC/HUD rules and regulations, CoC BoS by-laws, CoC planning grant application, Homeless Management Information System (“HMIS”) data, and current federal strategies and initiatives to end homelessness (i.e. Opening Doors).
- b. Meet with the IHCDA Community Services team and key CoC BoS Board members to set expectations and key milestone dates.

**B. Strategic Planning Workshop Facilitation:**

- a. Conduct a 1-day facilitation with IHCDA staff, CoC BoS Board members and key stakeholders to expand and finalize the strategic plan.
  - i. The goal of this meeting will be to create clear goals, metrics, and action plans for the current strategic plan.
  - ii. It will also be an opportunity for the group to come to consensus on larger goals of the board as well as an opportunity to discuss ways to create a stronger board structure.
  - iii. This group will consist of approximately 20-25 individuals.
  - iv. Respondent should propose what format this session should take to ensure maximum participation. Consideration should also be given to key performance metrics using HMIS data, including but not limited to number of days homeless, returns to homelessness, etc.

**C. Strategic Plan Draft Work:**

- a. Create a draft of the strategic plan for the planning group to review and edit.
- b. Assist in incorporating edits from the planning group and create the final strategic plan document.
- c. Arrange status meetings or calls, as needed or requested by IHCDA Community Services staff and/or the CoC BoS Board.
- d. Create and submit final draft document by end of the term of the contract.

**D. Other activities:**

- a. Create tools such as board job descriptions, strategic plan tracking sheets and talking points, update board member orientation materials, and board/strategic plan marketing materials.
- b. Provide IHCDA with all meeting notes, interview responses and draft materials upon completion of the scope of work under the contract.

4. **RFP TIMELINE**

February 12th, 2020	RFP released to the general public.
March 9th, 2020	Respondent must submit proposal by 5:00 p.m. in PDF format.
March 12th, 2020	Complete responses sent to CoC BoS Board for review and approval.
TBD	Respondent will be notified of its assigned time slot to present its proposal (the presentation is mandatory and will occur on March 19, 2020).
March 23, 2020	Selected respondent will be notified by 5:00 p.m. EST.
April 1, 2020	Contract start date for selected respondent.
TBD May 2020	Selected respondent leads the CoC BoS Board strategic planning meeting.

## **PART 2**

## **RFP PROCESS**

### **1. SELECTION PROCESS**

Evaluation of all qualifications will be completed by IHCDA. Respondent must also be responsive and responsible as described in Section 2, and 4 of Part 2 of this RFP. Selection of a Respondent is at the sole discretion of IHCDA.

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

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

#### **Credentials**

- Bachelor's degree; and
- Preferably either a master's degree in Public Affairs, Nonprofit Management, or similar other professional degree; or
- Preferably 5 years relevant experience in any of the following areas:
  - Nonprofit or government leadership and management,
  - Strategic planning,
  - Facilitation/training,
  - Board governance/management.

#### **Experience**

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

- Knowledge of the Indiana Continuum of Care Balance of State board.
- Knowledge of the Housing First and other nationally accepted and successful homeless intervention methods.
- Knowledge of the HMIS system and data points for preventing and ending homelessness.
- Knowledge of the Continuum of Care funds including permanent supportive housing and rapid rehousing.
- Knowledge of Continuum of Care board facilitation best practices.

### **3. QUALIFICATIONS EVALUATION CRITERIA**

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

1. Compliance with requirements set forth in this RFP
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set forth in the RFP
3. Experience of the Respondent
4. Past experience with IHCDA
5. Demonstrated understanding of and proposed strategy for management
6. Competitive fee

### **4. RESPONSIBLE RESPONDENT REQUIREMENTS**

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

- Have adequate financial resources to perform the project, or the ability to obtain them;
- 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;
- Have a satisfactory performance record with IHCDA;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- Have supplied all requested information;
- Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
- 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. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

Respondent must provide the following information to be deemed responsive to this RFP. Respondent's total proposal, exclusive of samples of past work and resumes of key staff, should be no more than 15 pages in length and should use standard margins, line spacing and font size.

1. **Technical Proposal:** Respondent should address how it proposes to deliver the services requested in Part 1, Section 3 in the order presented. Please include suggested format for the various sessions and provide sample questions or methods to be used during sessions to solicit candid feedback. Respondent should include a reasonable, draft timeline for activities which would enable the completed strategic plan document to be available by July 1, 2020. Respondent should also identify any potential challenges to completing the work as presented and recommend strategies to mitigate those challenges.
2. **Experience:** Respondent must provide narratives highlighting the following items:
  - Its experience developing strategic plans and other similar documents with past clients. This will include details regarding Respondent's approach and methodology for working with clients to create a successful planning environment.
  - Its experience with government or non-profit clients.
  - Its experience with CoC funds and/or the homelessness arena.

- Respondent should include a resume or CV for each person who will provide services if it is selected, whether as an employee of Respondent or a subcontractor.
  - Respondent should provide 2 client references.
3. **Samples of Past Work:** Respondent must provide sample documents to showcase Respondent’s writing style and may include completed strategic or business plans, year-end reports, or similar documents. Documents should be provided in PDF format where possible. Executive summaries or excerpts of larger works may be appropriate in instances where documents are greater than 30 pages or contain sensitive information. Please provide at least three (3) samples of work product from past clients. Individual samples should not be greater in length than 30 pages.
4. **Fee Schedule:** Fee schedule for providing services listed in this RFP. The fee schedule should include the following:  
**All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Respondent’s fee.** The template below should be used to indicate the Respondent’s Fee.

Category	Deliverables	Budgeted Amount
<b>Preparation</b>	Prepare list of items/resources reviewed and insights gained; and List of expectations and key milestone dates	\$
<b>Strategic Planning Workshop Facilitation</b>	List clear goals, metrics, and action plans for the Strategic Plan	\$
<b>Strategic Plan Work</b>	<b>Strategic Plan Draft</b>	\$
	<b>Final Strategic Plan</b>	\$
<b>Other Activities</b>	Meeting notes, tools, interview responses and draft materials	\$

**6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

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

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**The deadline for submission is March 9th, 2020 at 5:00 PM EST.**

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



## **PART 3**

## **TERMS AND CONDITIONS**

### **1. STATE POLICIES**

1. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
2. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
3. **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.
4. **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.
5. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the 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.
- 6. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it and agrees that it will immediately notify IHCDA of any such actions.
- 7. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
- 8. **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 Attorney, who shall issue a written decision on the matter. The Compliance 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 Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

## **2. FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. The McKinney-Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program—the [Continuum of Care \(CoC\) Program](#). These three programs include the [Supportive Housing Program](#), the [Shelter Plus Care Program](#), and the [Moderate Rehabilitation/Single Room Occupancy \(SRO\) Program](#). The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD’s application process to assist homeless persons by providing greater coordination in responding to their needs. The HEARTH Act directs HUD to promulgate regulations for these new programs and processes. The regulatory implementation of the CoC Program is achieved through the [CoC Program interim rule](#).

- k. Code of Federal Regulations: 24 CFR Part 578 specific to the Continuum of Care program.

### 3. RFP TERMS AND CONDITIONS

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

- A. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDCA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered.
- 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. IHCDCA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.
- K. IHCDCA 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.
- M. The Respondent understands that IHCDCA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDCA. 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.
- N. A copy of IHCDCA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDCA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDCA will not agree to any of the following terms or conditions:
  - a. Any provision requiring IHCDCA to provide insurance
  - b. Any provision requiring IHCDCA 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

<<TYPE SERVICE>>

#### 4. QUALIFICATIONS COVER SHEET

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATIONS  
Contact Person:

Title:  
Email Address:  
Phone:

Contract Signatory  
Authority:

Title:

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**5. CERTIFICATION OF RESPONDENT**

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

I \_\_\_\_\_ am the \_\_\_\_\_ of

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

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

Respondent:

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

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

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

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

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