



REQUEST FOR PROPOSALS

for

**Indiana Licensed Lead-Based Paint Lead Inspectors/Risk Assessors; Clearance Examiners; and/or
Certified Healthy Homes Assessors**

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: November 28, 2022

RESPONSE DEADLINE: January 9, 2023

TABLE OF CONTENTS

PART 1 SCOPE OF THIS REQUEST

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

PART 2 RFP PROCESS

- 1. SELECTION PROCESS**
- 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**
- 3. QUALIFICATIONS EVALUATION CRITERIA**
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 5. RFP SUBMISSION ITEMS**
- 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

PART 3 TERMS AND CONDITIONS

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

PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority seeks to engage with a contractor to provide Lead Inspections/Risk Assessments, Clearance Examinations, and/or to perform Healthy Homes Assessments on privately owned owner occupant or rental housing as detailed 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”) provides housing opportunities, promotes self-sufficiency, and strengthens communities. To accomplish this, IHCDA will:

- Pursue innovation in all programs and services;
- Provide thought leadership;
- Emphasize continued quality of services; and
- Continuously improve program management practices and partnership building.

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

Through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes, the Healthy Homes Production Grant Program helps government create and implement programs to make homes safe, specifically by undertaking comprehensive programs to identify and remediate healthy homes hazards in eligible privately-owned rental or owner-occupied housing throughout the State of Indiana.

In consultation with IHCDA, the respondent(s) selected pursuant to this RFP (the "selected respondent") will be responsible for coordinating and conducting lead inspection/risk assessments, clearance examinations, and/or Healthy Homes Assessments within the State of Indiana in a designated geographical area. Respondents may apply to conduct the lead inspections/risk assessments and the Clearance Inspections and/or the Healthy Homes Assessment. IHCDA will have a preference of the Community Action Agency in the defined Weatherization Service Areas. IHCDA will select at least one other respondent to cover any Weatherization Service Area in which there is no response or qualified response from a Community Action Agency.

A lead clearance testing exam will be required for those conducting the lead inspection/risk assessment in accordance with all program policies.

The following requirements must be followed:

A. Lead Inspection/Risk Assessment (LI/RA)

Lead inspections and risk assessments must follow the procedures as defined in the U.S. Department of Housing and Urban Development ("HUD") Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ("HUD Guidelines") and as defined by the policies of IHCDA's Lead Hazard Reduction Demonstration ("LHRD") Program. Chapters 5 and 7 of the HUD Guidelines at https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines. All persons performing lead inspections and risk assessments must also comply with HUD's Policy Guidance 2013-01, *Conducting Lead-Based Paint Inspections and Risk Assessments for Lead-Based Paint and Lead-Based Paint Hazards*; IHCDA LHRD Policies and Procedures; and the Indiana Department of Health's Lead and Healthy Homes Division policies.

- Lead-based paint inspection means a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.
- Risk assessment means an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and the provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.
- All testing, sampling and laboratory analysis for lead must comply with the Lead Safe Housing Rule ("LSHR"; 24 CFR Part 35) and conform to the current HUD Guidelines, the Environmental Protection Agency ("EPA") lead hazard standards at 40 CFR Part 745, and federal, state, or tribal regulations, whichever is most protective of children. All laboratory analyses conducted on paint chips, soil, and dust samples must be performed by an environmental laboratory recognized by the EPA under the National Lead Laboratory Accreditation Program pursuant to the Toxic Substances

Control Act (15 U.S.C. 2685) (See the list of laboratories at www.epa.gov/lead/national-leadlaboratory-accreditation-program-list).

- HUD’s Policy Guidance 2017-01 Rev 1, *Revised Dust-Lead Action Levels for Risk Assessment and Clearance; Clearance of Porch Floors*, establishes the dust-lead action levels as, where the unit $\mu\text{g}/\text{sf}$ means “micrograms of lead per square foot sampled.” (This unit can also be written as $\mu\text{g}/\text{ft}^2$.)

New Dust-Lead Action Levels (LI/RA)

- Floors $\geq 10 \mu\text{g}/\text{sf}$
- Window Sills $\geq 100 \mu\text{g}/\text{sf}$

Other applicable requirements include:

- The only allowable language to describe the paint condition of each component tested is “Intact” or “Deteriorated.”
- Handwritten XRF results are not acceptable.
- All rooms accessible to children must have dust samples taken for the risk assessment.
- Composite sampling is not acceptable.
- If soil samples are not collected, it must be clearly documented as to why they were not. If samples were not taken due to weather, a plan to return and conduct the samples must be provided.
- Consistent with the HUD Guidelines, every room equivalent must be identified in the property sketch and every building component must be represented in the sampling scheme (identified in the XRF test result report) used to test a property.
- LI/RA’s and clearance examinations must be uploaded into the Indiana Department of Health’s I-LEAD reporting system.
- LI/RA reports must include all information listed in Chapter 5 of IHCDA’s Healthy Homes Partnership Program Policies and Procedures manual available at <https://www.in.gov/ihcda/files/HHP-Policy-and-Procedures-Final-8.31.2022.pdf>.

Window testing and replacement requirements:

- Testing of only a single window (or even a few windows) as representing a testing combination for the entire property (interior and exterior) is not allowable, even if all the windows are of identical construction and painting history. Therefore, all windows in the unit must be tested. (This required practice is more stringent than the HUD Guidelines in Chapter 7 for performing inspections.)
- If the LI/RA requires five (5) or more windows be replaced in a property, the report must indicate the window as positive for lead-based paint with an XRF reading and document the paint as “deteriorated” for each window. The report must also include a legible photo of each window that clearly identifies the paint as deteriorated. IHCDA in conjunction with HUD will then review and determine if replacement of the windows is acceptable.

B. Healthy Homes Hazard Assessment

- A Healthy Homes Assessment for approximately 126 homes must be conducted to identify health and safety issues.
- The IHCDA report template must be used for the assessment to identify health and safety issues based on HUD’s 29 hazards.
- The assessment report must include pictures and a description of each hazard noted in the Healthy Homes Assessment Inspection form.
- The Healthy Homes Assessment report must be submitted to IHCDA.
- After work completion, a final inspection of the work to ensure it meets the requirements of the Indiana State Building Code and/or manufacturer's installation instructions.

C. Lead Clearance Report

- Samples for clearance shall be taken from each room after lead hazard control activities are completed, and the testing procedures must follow Chapter 15 of the HUD Guidelines.
- If soil samples are not collected it must be clearly documented as to why they weren’t. If samples were not taken due to weather, a plan to return and conduct the samples must be provided.
- Composite sampling is not acceptable.
- Clearance reports must include the information described in the IHCDA’s Policy and Procedure Manual regarding these reports.
- Policy Guidance 2017-01 Rev 1 establishes the dust-lead action levels as, where the unit $\mu\text{g}/\text{sf}$ means “micrograms of lead per square foot sampled” (this unit can also be written as $\mu\text{g}/\text{ft}^2$).
 - Floors < 10 $\mu\text{g}/\text{ft}^2$
 - Interior windowsills < 100 $\mu\text{g}/\text{ft}^2$
 - Window troughs < 100 $\mu\text{g}/\text{ft}^2$
 - Porches < 40 $\mu\text{g}/\text{ft}^2$

4. **RFP TIMELINE**

November 28, 2022	RFP released to the general public.
January 9, 2023	Respondent must submit its proposal by 5:00 PM EST in PDF format.
January 13, 2023	Tentative selection will be made by IHCDA’s Director of Real Estate Strategic Initiatives and Engagement and the Lead Grant Manager.
January 18, 2023	Tentative selection will be submitted to IHCDA’s Delegation Committee.

PART 2

RFP PROCESS

1. SELECTION PROCESS

Evaluation of qualifications will be completed by IHCDA. Respondent must be qualified, responsive, and responsible. Selection of a Respondent is at the sole discretion of IHCDA.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Eligible Respondent-

The Respondent must specify which services (Lead Inspection/Risk Assessment, Healthy Homes Assessment, and/or Lead Clearance Examination) the Respondent is proposing to provide.

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

- a. The Respondent is a licensed lead inspector/risk assessor with the State of Indiana and/or certified healthy homes assessor.
- b. The Respondent must have and keep in force comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
- c. The Respondent has experience performing lead inspections, risk assessments, and clearance testing in accordance with the HUD Lead Safe Housing Rule and State of Indiana requirements.
- d. The Respondent has the knowledge, skills, and experience to perform a health and safety assessment in accordance with this RFP and IHCDA's Healthy Homes Partnership Program Policies and Procedures [manual](#).
- e. The Respondent has the capacity to timely and effectively coordinate a lead inspection/risk assessment, and/or Healthy Homes Assessment, and provide professionally written reports as described in this RFP and the IHCDA Healthy Homes Partnership Program Policies and Procedures manual consistently in a timely manner.
- f. The Respondent has the capacity to schedule and complete each LI/RA and/or Healthy Homes assessment within two (2) weeks of receiving notice that these assessments need to be completed for an eligible household.
- g. The lead inspector/risk assessor respondent has the capacity to conduct a clearance examination upon minimal notice and provide the report to IHCDA within three (3) to five (5) business days of receipt of dust and/or soil sample results.
- h. The Respondent has the experience and skill to write an accurate, detailed, and HUD-compliant lead inspection/risk assessment, clearance, and/or Healthy Homes Assessment report and provide it to IHCDA in a timely manner.
- i. The respondent must have staff who meet the requirements; sub-contracting is not permitted under this RFP.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFP.
2. An assessment of the Respondent's ability to deliver the indicated services in accordance with the specifications set out in the RFP.
3. Experience performing lead inspections, risk assessments, clearance examinations, and/or Healthy Home assessments.
4. Ability to start providing services within a short time frame.

5. Lead inspectors/risk assessors can demonstrate an understanding of HUD's Lead Safe Housing Rule, State of Indiana lead rules, and IHCD program requirements.
6. Proof of Comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
7. Competitive fee.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

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

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCD;
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 inspection, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and, if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being 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 **Section 2 of Part 2** of this RFP, entitled "**Minimum Requirements/Responsive Respondent**". Therefore, Respondent must review **Section 2 of this RFP** very carefully before submitting its responses. The Respondent must also submit the following:

1. The Qualifications Coversheet and the Certification of Company located at the end of this RFP.
2. A copy of the Respondent's Certificate of Existence issued by the Indiana Secretary of State.
3. Copies of all organizational staff lead licenses (for respondents proposing to conduct lead-related services) and certifications (for respondents proposing to conduct Healthy Homes Assessments).
4. Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) designations, if any.

5. A copy of the Respondent's System of Award Management (SAM) registration at www.sam.gov and the Federal Awardee Performance and Integrity Information System (FAPIIS).
6. Proof of Comprehensive general liability insurance coverage in the minimum amount of \$1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
7. Identification of geographic service area.
8. Documented experience performing lead inspections, risk assessments, clearance examinations, and/or Healthy Home assessments.
9. Stated timeline in which the Respondent will submit reports after completion of each inspection and/or assessment.
10. Statement of which services (Lead Inspection/Risk Assessment, Healthy Homes Assessment, and/or Lead Clearance Examination) the Respondent is proposing to provide.
11. 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. Fees for each service (LI/RA, Healthy Homes Assessment, Lead Clearance, and Final Inspection) must be separated. The template below should be used to indicate the Respondent's Fee. Please note that IHCDCA may require a different service fee for these services.

*The maximum fee allowed for Lead Inspection/Risk Assessment is \$670.

*The maximum fee allowed for Healthy Home Assessment is \$450.

*The maximum fee allowed for Lead Clearance Examination is \$450.

*The maximum fee allowed for Final Inspection is \$350.

Fees proposed must not exceed the fees the respondent typically charges for the same services. IHCDCA will consider whether the fee is competitive when selecting a respondent as specified in Part 2, Section 3 of this RFP.

SERVICES	FEE per activity	BUDGETED AMOUNT
Lead Inspection/Risk Assessment		
Healthy Homes Assessment		
Lead Clearance Examination		
Final Inspection		

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.

Dave Pugh
Lead Grant Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
dpugh@ihcda.in.gov

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

- 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 §4-132-14.8, 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 §4-110 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. **ACCESS TO PUBLIC RECORDS**: Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed

and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, 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:

1. The RFP.
2. A list of all vendors who received the RFP.
3. The name and address of each Respondent.
4. The amount of each offer.
5. 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.
6. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

F. TAXES, FEES AND PENALTIES: By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.

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 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. 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. 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.
- C. 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.

- D. 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).
- E. 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.
- F. 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.
- G. 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.
- H. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- a. 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 described in [Public Law 115-232](#), section 889, covered telecommunications 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.
 - b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- I. § 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.
- J. Providing meaningful access to these program benefits and information to Limited English Proficient (LEP) individuals through language assistance strategies and services, in accordance with Title VI of the Civil Rights Act of 1964 and the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published on January 22, 2007, in the Federal Register (72 FR 2732).
- K. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR 135.32, Section 3; see 24 CFR 75). Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) is applicable to grants funded under the HHP Program. Any contractor, subcontractor or sub-grantee receiving contracts under the HHP Program totaling more than \$100,000 must comply with the Section 3 requirements for any new training, hiring or sub- contracting opportunities provided under those contracts.
- L. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and its implementing regulations at 24 CFR 8, and Titles II and III of the Americans with Disabilities Act.
- M. Section 508 of the Rehabilitation Act of 1973 and its implementing regulations regarding ensuring that electronic and information technology are accessible to individuals with disabilities.

- N. Fair Housing and Civil Rights laws including the Fair Housing Act and related authorities (See 24 CFR 5.105(a)) and including affirmatively furthering fair housing.
- O. Equal Participation of Faith-Based Organizations in HUD Programs and Activities (24 CFR 5.109).
- P. Worker Protection Procedures. Applicants must observe the procedures for worker protection established in the HUD Guidelines, as well as the requirements of the Occupational Health and Safety Administration (OSHA) (29 CFR 1910, General Industry, and/or 1926, Construction, as applicable), or the state or local occupational safety and health regulations, whichever are most protective. If other applicable requirements contain more stringent requirements than the HUD Guidelines, the more rigorous standards shall be followed.
- Q. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.
- R. HUD's Lead Safe Housing Rule (24 CFR Part 35).
- S. The HUD Office of Lead Hazard Control and Healthy Homes policy guidance.

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.
- 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.
- M. 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.
- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. 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

<<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: _____