



**REQUEST FOR PROPOSALS**

**For**

**Continuum of Care Domestic Violence Support,  
Training, Technical Assistance, and Best Practices Contractor**

**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: January 27, 2026**

**RESPONSE DEADLINE: February 26, 2026, 5:00 PM ET**

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## PART 1

## SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with an individual or entity to support the Indiana Balance of State Continuum of Care (“IN BoS CoC”) network by improving the coordinated entry system for survivors of domestic violence. Specific tasks will center around required network trainings, support for the Homeless Management Information System Domestic Violence Comparable Database (“DV ClientTrack”), and assistance to the Coordinated Entry process for Domestic Violence survivors.

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

#### MISSION

The mission of IHCDA is to advance opportunity, affordability, and stability in housing. IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that uses its financing to serve low and moderate-income Hoosiers. IHCDA leverages public and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come.

#### VISION

IHCDA’s vision is that each and every Hoosier feels at home in their community.

#### COMMITMENT

We serve our neighbors through our work in housing. Therefore, we. . .

- **Explore new ideas and solutions.**  
We cultivate creativity, curiosity, and conversation. We constantly strive for innovation and excellence.
- **Celebrate success.**  
We honor individual wins, recognize partners’ achievements, and share stories of the people in our programs.
- **Communicate with transparency.**  
We are clear, honest, open, and timely in our communication. We understand communication requires both sharing and listening.
- **Design our processes and programs with the person in mind.**  
We emphasize accessibility, ease of use, and elimination of obstacles.
- **Seek to maintain the public’s trust.**  
We understand that trust is earned, not guaranteed. We exhibit accountability, integrity, and good stewardship in all programs and practices.
- **Engage and collaborate with partners.**  
We empower partners to expand their capacity and to leverage their relationships in the community. We provide technical assistance and training to support their success.

#### 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, but are not limited to, investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders and realtors. Not-for-profit partners include, but are not limited to, 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).

Each year, the Indiana Balance of State (BoS) CoC competes with other CoCs across the country to secure federal funds to help end homelessness through the U.S. Department of Housing and Urban Development’s (HUD) CoC program. Specific funding (Domestic Violence Bonus Funding or DV Bonus Funding) assists the Coordinated Entry process for individuals fleeing or attempting to flee Domestic Violence (“DV”). Federal regulations additionally require that each CoC maintains a Homeless Management Information System (HMIS) and that DV Service Providers must use a comparable database with additional confidentiality provisions for survivors of domestic violence. The IN BoS CoC has chosen IHCD to facilitate both systems, HMIS as well as DV ClientTrack. The IN BoS CoC and IHCD want to expand support for DV ClientTrack through this RFP.

The purpose of this RFP is to support the IN BoS CoC’s efforts to utilize this Domestic Violence Bonus funding in a manner that optimally supports DV survivors. The Scope includes, but is not limited to the following activities:

- Reviewing the Victims of Crime Act (“VOCA”) and Violence Against Women Act (“VAWA”) for Victim Service Providers (“VSP”) to include the applicable and appropriate regulations as reporting elements within DV ClientTrack.
- Assisting the IN BoS CoC CE System Lead, IHCD, in drafting, updating, and reviewing the current Policies and Procedures Manual for the Domestic Violence Coordinated Entry System (DVCE) to better align with VOCA, VAWA and the proposed changes in DV ClientTrack
- Reviewing and providing reports on best practices surrounding DVCE focused topics such as Domestic Violence Comparable Databases, case conferencing, and client confidentiality.
- Convening and facilitating meetings of a DV Working Group made up of IN BoS CoC Network Partner VSPs that will solicit feedback on anticipated changes to DV ClientTrack (DVCT) and DVCE Policies and Procedures. The DV Working Group must meet monthly or bi-monthly, at the decision of the working group. The DV Working Group must also solicit open feedback for improvements for both systems (HMIS and DVCT) from CoC Network Partner VSPs. The DV Working Group would initially discuss DVCE and then discuss the necessary improvements to DVCT for VSPs.

- Providing required trainings, modules, and guides for DVCE.

#### 4. RFP TIMELINE

January 27, 2026	RFP released to the general public.
February 9, 2026	Questions due. Questions should be submitted via email to Jesse Vanhooser at <a href="mailto:jvanhooser@ihcda.in.gov">jvanhooser@ihcda.in.gov</a> with the subject line “CoC DV RFP.”
February 16, 2026	IHCDA will post the questions and answers to its website.
February 26, 2026	RFP responses are due to IHCDA by 5:00 p.m. EST
March 9, 2026	Selected vendor will be notified by 5:00 p.m. EST
March 23, 2026	Contract details finalized
April 1, 2026	Contract start date
November 30, 2026	Contract end date

#### 5. TENTATIVE PROJECT TIMELINE

Below is a tentative project timeline. This does not reflect a concrete task list and is subject to change.

- Within first 45 days of contract start
  - a. Convene Victim Service Provider (VSP) Working Group first meeting.
- By End of Q2 2026
  - a. Review best practices for DVCE and plan suggestions for VSP Working Group
  - b. Propose Initial DVCE changes using feedback from VSP Working Group
  - c. DVCE Policies and Procedures drafts and revisions
  - d. Create trainings to support DVCE (trainings include, but are not limited to, confidentiality, VOCA/VAWA, Client rights, and any end-of-year reporting for DVCE)
  - e. Maintain VSP Working Group
- Q3 2026
  - a. Research VOCA/VAWA Reporting for DVCT
  - b. Provide best practices review and reporting
  - c. Maintain VSP Working Group
- Q4 2026
  - a. Assist in annual review of DVCE Policies and Procedures and DVCT through the IN BoS CoC
  - b. Maintain VSP Working Group

## PART 2 RFP PROCESS

### 1. SELECTION PROCESS

Evaluation of all proposals will be completed by IHCDA. 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 IHCD.

## 2. MINIMUM REQUIREMENTS/ RESPONSIVE RESPONDENT

Respondent must submit a complete proposal which addresses all applicable items set forth in Part 2, Section 3 of this RFP and includes the submission and receipt by IHCD of all items enumerated in Part 2 Section 5 of this RFP. Respondent's total proposal should be no more than ten (10) pages in length and should use standard margins, line spacing and font size. (The 10-page limit includes all items enumerated in Part 2, Section 3 of the RFP. It does not include samples from past work or resumes of key staff).

## 3. QUALIFICATIONS EVALUATION CRITERIA

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

- Compliance with requirements of this RFP, including Sections 2 and 4 of Part 2;
- The Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP;
- Experience of the Respondent;
- Respondent's prior history with IHCD;
- Respondent's demonstrated understanding of assessments on housing insecurity and homelessness and proposed strategy for management; and
- Competitive fee

Qualifications will be evaluated on a scale as seen in the below table. Proposals which fail the minimum threshold criteria will not be scored.

Category	Maximum Points for Category
Technical Proposal	10
Experience – Applicant experience with key subjects	10
Experience – Key Team member experience and resumes	5
Budget	10
Project Timeline	10
Overall Quality of Proposal	10
Maximum Points Possible	55

### A. Technical Proposal:

Respondent must address how it proposes to deliver the services requested in Section 3 of Part 1 of this RFP. Please include the proposed format for the various described sections and provide sample products demonstrating the respondent's accomplishments in conducting similar work as described in this RFP.

The Respondent must also identify any potential challenges to completing the work as presented and recommend strategies to mitigate those challenges.

### B. Experience:

- 1) The Respondent must clearly indicate the project manager and all staff (including name,

title, and email address) who would make up the project team. Respondent must include a resume or CV for each person who would provide services under the contract, if Respondent is selected. Respondent should indicate whether the person is an employee of Respondent or a subcontractor.

- 2) Respondent must indicate experience in any of the below noted areas. Applicant experience pertaining to the following subjects will be weighed heavily in the selection process:

- Continuums of Care, or other federal homelessness programs (either as federal grant types or programmatic types);
- The coordinated entry processes and systems;
- HMIS systems and Domestic Violence Comparable Databases; or Continuum of Care DV Bonus Funds and best practices for implementation
- 

Key project personnel would preferably have at least five (5) years of experience in any of the following areas:

- Nonprofit or government leadership and management;
- Coordinated Entry;
- Facilitation/training;
- Technical assistance;
- Housing/homelessness; or
- Domestic violence survivor work.

- 3) **Samples of Past Work.** At least three (3) sample documents must be provided to showcase Respondent's past work. Samples may include:

- Domestic Violence focused policies;
- Domestic Violence Coordinated Entry related policies, procedures, or guides;
- Training slidedecks or resources; or
- Other relevant work.

Documents must be provided in PDF format where possible and may include a link to the project. Executive summaries or excerpts of larger works may be appropriate in instances where documents are greater than 30 pages or contain sensitive information.

- 4) **References.** Respondent must submit three (3) references from past clients. Please provide no more than three (3) references.

### C. Budget (Cost Proposal):

Respondent must present its total fee as a not to exceed amount for the services listed herein. **All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Respondent's fee.** Respondent must provide a proposed budget, based on milestones or deliverables, utilizing the following format:

Category	Deliverable(s)	Budgeted Amount

Total budget for Needs Assessment Contractor		

**D. Project Timeline:**

Respondent must submit a realistic, detailed timeline for implementation of the project.

**4. RESPONSIBLE RESPONDENT REQUIREMENTS**

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

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and 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 each category of **Section 4 of Part 2 of the RFP**, entitled "**Qualifications Evaluation Criteria**". The Respondent must also submit the *Qualifications Coversheet* and the *Certification of Company* located at the end of this RFP.

**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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Authority  
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Indianapolis, IN 46204  
[jvanhooser@ihcda.in.gov](mailto:jvanhooser@ihcda.in.gov)

**The deadline for submission is February 26, 2026, at 5:00 PM ET.**

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 to certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- D. FOREIGN ADVERSARIES.** By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:
  - a. Are not considered a “prohibited person” that is designated as posing a national security threat to the integrity of communications networks or the communications supply chain under 47 CFR 54.9.
  - b. Are not listed in Section 889 of the 2019 National Defense Authorization Act;
  - c. Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
  - d. Are not owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce’s (USDOC) foreign adversaries list under 15 C.F.R. 791.4;

- e. Are not included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury's Office of Foreign Asset Control (OFAC); and
- f. Will not enter into a new contract, contract amendment, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria, unless the agency can demonstrate the necessity to do so as outlined in Indiana Executive Order 25-64, paragraph 5.

**E. CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**F. 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 IHCD 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 IHCD pursuant to this RFP, the Respondent must export IHCD's data from its software to IHCD in a secure and usable format that would be able to be readily imported into another system in conformance with industry standards.

**G. ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- a. The RFP.
- b. A list of all vendors who received the RFP.
- c. The name and address of each Respondent.
- d. The amount of each offer.

- e. A record showing the following:
  - i. The name of the successful Respondent.
  - ii. The dollar amount of the offer.
  - iii. 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:
  - i. trade secrets;
  - ii. manufacturing processes;
  - iii. financial information not otherwise publicly available; or
  - iv. 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.

**H. 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 IHCDCA of any such actions.

**I. 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. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select Respondent. Further, IHCDCA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

**J. 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 IHCDCA 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.

- K. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Respondent covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The Respondent will certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

Respondent does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Respondent's workforce.

## **2. FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

- A. Conflict of Interest.** According to 24 CFR 578.95 (d), no covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has

immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure. In accordance with 24 CFR 578.95 (d), the Respondent cannot participate in any decision-making process, (1) that involves CoC projects that the Respondent is being paid to provide services for with Continuum of Care Funding or (2) involves an organization with which the Respondent has a financial interest in or from which it may obtain a financial benefit. The decision-making process would include influencing discussions or decisions concerning the award of a grant or other benefits to that organization, as a Board member, committee member, etc.

**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 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.

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 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.

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

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms are considered as set forth below.
- (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules that encourage participation by these business types; and (5) Utilizing organizations such 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 Respondent 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.

### **3. RFP TERMS AND CONDITIONS**

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

- A. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.



J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.

K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category-by-category basis and/or remove categories from the award.

L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

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:

- a. Cease all activities with that Respondent.
- b. 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.

<<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: