

REQUEST FOR PROPOSALS

for

IHCDA Low-Income Housing Tax Credit and/or HOME Investment
Partnerships Program funded multi-family projects seeking funding for lead
hazard control and healthy homes repairs

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: July 7, 2025 RESPONSE DEADLINE: August 4, 2025 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 engage with an IHCDA Low Income Housing Tax Credit ("LIHTC") and/or HOME Investment Partnerships Program ("HOME") funded property to participate in IHCDA's Lead Hazard Control Grant ("LHR") as detailed in the Scope of Services section of this RFP.

IHCDA Lead Hazard Control Grant funding will assist in protecting children under the age of six from lead-poisoning and other healthy homes hazards.

U.S. Department of Housing and Urban Development Healthy Homes Supplemental ("HHS") funding will enhance the lead-based paint hazard control activities by comprehensively identifying and addressing other housing hazards that affect occupant health.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

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

- Create and preserve housing for Indiana's most vulnerable populations.
- Enhance self-sufficiency initiatives in existing programs.
- Promote a value-driven culture of continuous improvement.
- Promote place-based initiatives that will allow Hoosiers opportunities to improve their quality of life.

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

IHCDA is seeking proposals from owners of IHCDA funded LIHTC projects or rental projects funded through IHCDA's HOME Program to identify properties in need of lead hazard control. Properties must be built prior to 1978, have at least 50% of the households at or below 50% of the Area Median Income, and be multi-family.

IHCDA will utilize its existing Lead Hazard Reduction Demonstration Grant to fund the Lead Inspection/Risk Assessment, Healthy Homes Assessment, Radon Testing, Lead Hazard Control, Healthy Homes Interventions, and Clearance Inspections.

Please note that the RFP is not for a financial contract between the Respondent and IHCDA, but for the identification of eligible IHCDA-funded properties in need of lead hazard interventions.

IHCDA will enter into a Memorandum of Agreement (MOA) with the selected respondent(s). The selected respondent(s) will be responsible for the following:

- Submitting Part 5 income verification documentation and other applicable enrollment documentation to IHCDA within 45 days of the execution of the MOA.
- Submitting materials as needed for the Environmental Review Record and Section 106 Review.
- Ensuring each household receives the "Protect your Family from Lead in Your Home" Brochure and the "Lead-Safe Certified Guide to Renovate Right".
- Assisting with scheduling all assessments, testing, and intervention activities with IHCDA's Healthy Homes Grant Manager.
- Ensuring all spaces within the property or properties are accessible to IHCDA contractors and inspectors.
- Assisting (if necessary) with coordinating relocation of residents during remediation activities.
- Agreeing to allow unit addresses to be placed on IHCDA's lead safe registry.
- Agreeing to give priority in renting units for three years after the completion of the lead hazard control interventions to families with children under the age of six; and,
- Agreeing to adhere to the program policies and procedures.

IHCDA may accept multiple proposals pending the size of the project, the scope of the lead hazard activities and the availability of funding.

4. **RFP TIMELINE**

July 7, 2025	RFP released to the general public		
July 28, 2025	Respondent questions due to IHCDA (if applicable). Questions may		
•	be submitted via email to Katie Deaton at kathdeaton@ihcda.in.gov		
	with the subject line "RFP Questions"		
July 30, 2025	IHCDA will post questions and answers to IHCDA's Public Notices		
	webpage based on Respondent questions received via email.		
August 4, 2025	Respondent must submit proposal by 5:00 p.m. EST in PDF format.		
August 15, 2025	Property or Properties selected		

PART 2

RFP PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS

Respondents must submit a complete proposal which addresses all applicable questions enumerated in Part 2 Sections 4 and 5. Respondents must meet the following minimum requirements to be deemed responsive to this RFP.

- 1. Placed in Service Multi-Family LIHTC Property or IHCDA funded HOME project.
- 2. Property built prior to 1978
- 3. Be current on property taxes
- 4. Provide proof of valid property insurance
- 5. Provide documentation that at least 50% of the households are at or below 50% AMI
- **6.** Respondent must be in good standing with IHCDA. Any entity currently on IHCDA's suspension or debarment list or in default on an IHCDA loan is ineligible to apply.

3. RESPONSIBLE RESPONDENT REQUIREMENTS

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

- 1. 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:
- 2. Have a satisfactory performance record with IHCDA;
- 3. Have a satisfactory record of integrity and business ethics;
- 4. Have supplied all requested information;

- **5.** 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 and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register); and
- **6.** Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred. If a prospective grantee is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

4. QUALIFICATIONS EVALUATION CRITERIA - 50 POINTS MAXIMUM

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

- 1. <u>Satisfaction of Threshold Criteria (Required for further consideration)</u>. Respondent must meet each requirement enumerated in Part 2 Section 2 "Minimum Requirements" and Part 2 Section 3 "Responsible Respondent Requirements" and must submit all documentation listed in Part 2 Section 5 "RFP Submission Requirements" to receive consideration in the selection Process.
- 2. <u>Timeline (10 points)</u>: An assessment of the Respondent's ability to meet the timeline requirements as outlined in Part 1 Section 3.
- 3. Evidence of Need (20 points): Provide any lead inspections, risk assessments, or other inspections conducted in the previous 12 months (15 points). Provide a narrative including the age of the property, construction history, and timeline as to any major repairs since the property was placed in service (5 points).
- 4. <u>Targeted Households (20points)</u>: Identify the number of total units in the property (10 points), the AMI for each household (5 points), and units with children under the age of six (5 points).

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in <u>Section 2 of Part 2 and 4</u> of this RFP, The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

- **A.** Cover Sheet: The Respondent will complete and submit the Cover Sheet, located in Appendix A of this RFP.
- **B.** <u>Certification Statement</u>: The Respondent will complete and submit the Respondent Certification located in Appendix B of this RFP.
- C. <u>Property Ownership</u>: The Respondent will provide the following: identification of Property Ownership, Property Record Card, proof of valid property insurance, and IHCDA BIN Number or Award Number.
- **D.** <u>Key Staff and Contacts</u>: The Respondent will identify the key staff and contacts who will provide income and environmental review documentation as needed to IHCDA.

- **E.** <u>Property Specifications</u>: The Respondent will provide a narrative identifying the age of the property, number of buildings, total square footage, total number of units, total number of bedrooms, and number of floors for each building.
- **F.** Previous Major Repairs and Inspections: The Respondent will provide a narrative outlining any major repairs completed on the property since it was placed in service, and provide documentation of any Lead Inspections, Risk Assessments, and other inspections completed within the past 12 months from the issuance of the RFP.
- **G.** <u>Targeted Households</u>: The Respondent will provide information on the AMI of each household, the number of households with children under the age of 6, and the number of vacant units.
- **H.** <u>LHR Participation Agreement</u>: The Respondent must sign and submit the LHR Participation Agreement with this RFP submission.

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

Written questions regarding this RFP will be accepted no later than 5:00pm EST, July 30, 2025). All questions must be submitted to Katie Deaton at kathdeaton@ihcda.in.gov.

Respondent's proposal must be submitted via email. We encourage questions about this RFP and the Lead Hazard Control Grant and eligible costs prior to your submission.

Katie Deaton
Healthy Homes Resource Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
kathdeaton@ihcda.in.gov
317-522-9934

The deadline for submission is August 4, 2025 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

A. <u>ETHICAL COMPLIANCE</u>: 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. <u>PAYMENTS</u>: 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. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>. 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. <u>CONFIDENTIALITY OF STATE INFORMATION</u>. The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. <u>Information Technology Enterprise Architecture Requirements</u>. Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at https://www.in.gov/iot/2394.htm.
 - Additionally, if this RFP is related to software, Respondent agrees that IHCDA owns all of the data that it imports, populates or otherwise adds into the Respondent's software. Therefore, upon the expiration or termination of any contract that Respondent enters into with IHCDA pursuant to this RFP, the Respondent must export IHCDA's data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.
- F. ACCESS TO PUBLIC RECORDS: Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
 - a. The RFP.
 - **b.** A list of all vendors who received the RFP.
 - c. The name and address of each Respondent.
 - **d.** The amount of each offer.
 - **e.** A record showing the following:
 - 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.
- G. <u>TAXES</u>, <u>FEES AND PENALTIES</u>: By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
- H. <u>Conflict of Interest</u>: Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
- I. <u>APPEALS/PROTEST</u>: 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. 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
- 1. Any provision providing for automatic renewal

<<TYPE SERVICE>>>

3. QUALIFICATIONS COVER SHEET

Address:				
Phone Number: Fax Number: Web Site Address:				
QUALIFICATIONS Contact Person:				
Title: Email Address: Phone:				
Contract Signatory Authority:				
Title:				

Name of Individual, Firm or Business:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

4. CERTIFICATION OF RESPONDENT

and may be viewed as I acknowledge that I h	an accurate representation of	proposed services to b	y attachments is true and correct e provided by this organization. visions of the RFP and agree to
Ι	am the		of
company and the Resp		lly authorized to sign t	ation, or other entity named as this and submit it to the Indiana zation.
of the executive, legislat willfully: (1) falsifies, co false, fictitious, or fraudu the same to contain any	tive, or judicial branch of the Go onceals, or covers up by any trick alent statement or representation;	vernment of the United S , scheme, or device a mat or (3) makes or uses any	n any matter within the jurisdiction States, anyone who knowingly and terial fact; (2) makes any materially false writing or document knowing ntry; shall be fined under this title,
Respondent:			
Signed:		-	
Name:		-	
Title:		-	
Date:		-	
Firm nama:			