REQUEST FOR PROPOSALS

for

PROJECT-BASED SECTION 8 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT VETERAN’S AFFAIRS SUPPORTIVE HOUSING (“VASH”) HOUSING CHOICE VOUCHER PROGRAM

FOR

PERMANENT SUPPORTIVE HOUSING PROJECTS

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
http://www.in.gov/ihcda/
317-232-7777

ISSUE DATE: January 17, 2017
RESPONSE DEADLINE: January 31, 2017, 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 award Housing Choice Voucher program (“HCV”) project based vouchers (“PBV”) for VASH to a qualified respondent to develop affordable housing for Project-Based Veterans Affairs Supportive 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”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

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

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

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

3. SCOPE OF SERVICES

IHCDA and its partners are focused on systematically preventing and ending homelessness for those most vulnerable to homelessness in our communities. By identifying an individual's or family's barriers to self-sufficiency and targeting the most appropriate housing solution, we can minimize
the number of people that enter the homelessness delivery system and the duration of time they spend in it. For the chronically homeless, those who cycle through health care institutions and correctional facilities seeking services and shelter, linking services with housing provides them stability and reduces the burden on other community systems.

The Project-Based Voucher program (“PBV”) is a component of IHCDA’s Housing Choice Voucher Program (“HCV”). IHCDA may allocate up to 20 percent of its voucher assistance to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for PBV-eligible tenants. Rehabilitated units must require at least $1,000 of rehabilitation per unit to be subsidized, and all units must meet U.S. Department of Housing and Urban Development (“HUD”) housing quality standards. Operating a PBV program is consistent with IHCDA’s Annual Plan, and its goal of deconcentrating poverty and expanding housing and economic opportunities.

Additionally, these HUD-VASH vouchers are to support homeless veterans and their families in accessing affordable housing with an array of supportive services through the U.S. Department of Veterans Affairs. The Jesse Brown VA Medical Center will assist with the project that is awarded funding in providing support and referrals. The vouchers are being made available from a set-aside from the Consolidated Appropriations Act of 2016 (Public Law 114-113), enacted on December 18, 2015, that provided funding for HUD-VASH vouchers as authorized under section 8(o)(19) of the United Stated Housing Act of 1937.

IHCDA anticipates awarding up to 75 vouchers selected from proposals submitted in accordance with this RFP.

4. RFP TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>January 17, 2017</td>
<td>RFP released to the general public.</td>
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<tr>
<td>January 31, 2017</td>
<td>Respondent will be notified of the day and time for the required presentation.</td>
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<tr>
<td>February 3, 2017</td>
<td>Tentative selection(s) are made.</td>
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<tr>
<td>February 23, 2017</td>
<td>Tentative selection(s) are taken to the Board for approval.</td>
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PART 2 RFP PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

1. Provide a corporate resolution demonstrating the authority to enter into a housing assistance payment (“HAP”) contract with IHCDA.
2. Demonstrate its capacity to deliver appropriate and necessary services for the target population and/or realistic strategies to meet the service needs of the target population;
3. Demonstrate that it has the financial and organizational capacity to undertake the proposed initiative;
4. Not be presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal agency or by any department, agency or political subdivision of the State of Indiana; and
5. Be currently in good standing with other projects funded by IHCDA.

3. QUALIFICATIONS EVALUATION CRITERIA

To be eligible to receive project-based rental assistance from IHCDA, the following criteria must be met:

1. Projects must create permanent supportive housing within Lake County for veterans receiving Veterans Affairs Supportive Housing vouchers. Emergency, temporary or transitional housing are not eligible for project-based rental assistance.

2. If a proposed project falls within a municipality in which a local housing authority is located or within a municipality contiguous to a municipality in which a local housing authority is located, then the Respondent must obtain a letter or MOU from the local housing authority operating in that location that states the local public housing authority cannot provide the vouchers and that IHCDA is allowed to administer the project based voucher program within the jurisdiction in accordance with in the Administrative Plan for the IHCDA Housing Choice Voucher Program.

3. The project must meet HUD Housing Quality Standards.

4. The units must be either independent units or Single Room Occupancy (SRO) units as defined by 24 CFR 982.4.

5. Tenants must have a lease with a minimum term of one year.

6. The rents that are charged must meet the rent reasonableness test using the Nan McKay Go 8 program.
7. Tenants must meet HUD eligibility criteria and criteria set forth in the Administrative Plan for the IHCDA Housing Choice Voucher Program.

8. Tenants must be at least 18 years old or have been legally emancipated.

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 be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below and the requirements set forth in Section 2 of Part 2 of this RFP, entitled “Minimum Requirements/Responsive Respondent”. Therefore, Respondent must review Section 2 of Part 2 of this RFP very carefully before submitting its responses and the information listed below. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

1) Contact Information
   a. Name of Applicant
   b. Contact Person Name
   c. Contact Person E-Mail Address
   d. Contact Person Address
   e. Contact Person Telephone Number
   f. Name of Development

2) Experience
Describe your management team’s experience with managing affordable housing projects, providing rental assistance and supportive services to individuals and families experiencing homelessness. If you own other subsidized properties provide a list with the following information: Name of property, address, years owned, funding sources, total number of units, number of assisted units, unit bedroom size(s), and incomes served (2000 words or less).

3) Funding Commitments

Describe capital or other funding commitments secured to-date for this project.
   a.) Type
   b.) Source
   c.) Amount
   d.) Commitment Date

4) Construction Activity

Are these units existing, substantially rehabilitated, or new construction?

If rehabilitated or new construction when is construction start date? Please state the year built, when rehabilitated, current unit condition and if newly constructed, provide Certificate of Occupancy (500 words or less):

If this property is not yet constructed, the IHCDA will need to review the building plans and specifications. Issuance of PBV will be contingent upon IHCDA monitoring and approval of the project for compliance with the federal requirements associated with the funding sources received from IHCDA.

5) General Unit Information
   a. Address
   b. Assessor’s Parcel Number(s)
   c. Location Census Tract
   d. Number of PBV Assisted Units
   e. Total Number of Units
   f. Number of 504 Accessible Units

6) Project Description:

Provide a narrative description of the project including unit sizes, supportive services offered, and amenities.

Provide site, building and neighborhood description and include census tract, street address, age of property, current unit condition, description of topography, description of neighborhood, location of public transit, location of employment opportunities, type and size of units and project. Describe the accessibility and location of social, recreational, educational, commercial, and health facilities. Describe any physical design elements included to directly benefit the population served. (1000 words or less).

7) De-concentrating Poverty
Project Basing may not be located in areas of minority concentrations or in neighborhoods in which substandard dwelling or other undesirable conditions predominate. Describe any recent changes in the project’s location in poverty percentage, new “market rate” development, economic revitalization etc. (750 words or less).

If this project requires a waiver of the de-concentration rule, that request must be approved prior to the final award of Project Based Vouchers. A copy of the formal waiver request to HUD must be submitted with this application.

9) Populations Served:
Describe the target population and services planned (500 words or less).

10) Project Need:
Please explain the need for Project Based Housing Choice Vouchers (500 words or less).

11) PHA Jurisdiction
Is the project located within the city limits of Gary, East Chicago, or Hammond?

If a proposed project falls within a municipality in which a local housing authority is located or within a municipality contiguous to a municipality in which a local housing authority is located, then a letter must be submitted to IHCDA from the local housing authority operating in that location which states that IHCDA is allowed to administer the project based program within the jurisdiction in accordance with the IHCDA administrative plan. Upon signing of the HAP contract, a formal MOU with the local Housing Authority will be required.

12) Lease Plan:
Describe the plan to lease up units (500 words or less).

13) Occupancy Contingency Plan
If the project encounters difficulty serving the target population, describe what additional steps that will be taken to ensure this project serves the target population described in Administrative Plan for the IHCDA Housing Choice Voucher Program (500 words or less).

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.

Greg Stocking
Housing Choice Voucher Program Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 1000
Indianapolis, IN 46204
gstocking@ihcda.in.gov

The deadline for submission is January, 31st at 5:00 PM EST.

Applications that do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.
PART 3  TERMS AND CONDITIONS

1. STATE POLICIES

1. Ethical Compliance: By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.

2. 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.

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

4. 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 Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
   A. The RFP.
   B. A list of all vendors who received the RFP.
   C. The name and address of each respondent.
   D. The amount of each offer.
   E. A record showing the following:
      a. The name of the successful respondent.
      b. The dollar amount of the offer.
      c. The basis on which the award was made.
   F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
      a. trade secrets;
      b. manufacturing processes;
      c. financial information not otherwise publicly available; or
d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

5. **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.

6. **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.

7. **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 Officer, who shall issue a written decision on the matter. The Compliance Officer 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 Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.
2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

a. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.

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.

   i. 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:

      ii. Cease all activities with that respondent.

      iii. Begin contract preparation activities with the next highest ranked respondent.

M. Copies of HUD’s most recent Agreement to Enter into Housing Assistance Payment Contract (“AHAP”) and its Housing Assistance Payment Contract (“HAP”) boilerplates are attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges that it must comply with the requirements set forth in the AHAP and the HAP.
INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

4. 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: ___________________________