REQUEST FOR PROPOSALS

for

External Auditing Services

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: May 8, 2017
RESPONSE DEADLINE: June 5, 2017, 5:00 PM Eastern Time
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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 proposals from qualified respondents to audit the following: (1) each major fund for its Statement of Net Position; Statements of Revenues, Expenses, and Changes in Net Position; (2) Statements of Cash Flows including the notes to the financial statements and supplemental schedules; (3) along with the Schedule of Expenditures of Federal Awards required by the Uniform Guidance; (4) the Financial Data Schedule; and (5) the OMB Data Collection form starting with the year ending December 31, 2017, as detailed in the Scope of Services section of this RFP. IHCDA would like to enter into a three (3) year contract with the selected respondent.

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 non-profit 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. Non-profit partners include community development corporations, community action agencies, social service providers, and non-profit developers.
3. **SCOPE OF SERVICES**

The entity to be audited is the Indiana Housing and Community Development Authority, a quasi-governmental agency, established to work with partners throughout the state to serve the housing needs of Hoosiers by maximizing public resources and promoting sustainable communities in Indiana. IHCDA’s resources include private activity bonds for single-family and multi-family programs, federal low-income housing tax credits, and a number of federally-funded grant and loan programs.

The annual financial statement audit covered by this proposal shall include five (5) funds in total and individually. These funds include the General Fund, the Program Fund that consists of all of IHCDA’s State and Federal programs, the Single Family Fund which has all of IHCDA’s Single Family bond issues prior to 2009, the Home First Fund which has nearly all of IHCDA’s bond issues since 2009, and the MBS Pass-thru fund which houses a couple of pass-thru bond issues of IHCDA. IHCDA issues bonds periodically for which it would request a letter of consent to include the annual audit report in the preliminary and final Official Statements for each bond deal.

IHCDA administers sixteen (16) federally-funded grant programs including the following:

- Performance Based Contract Administration
- Community Development Block Grant
- Emergency Solutions Grant Program
- HOME Investment Partnerships Program
- National Housing Trust Fund
- Shelter Plus Care
- Housing Opportunities for Persons with AIDS
- Section 8 Housing Choice Vouchers
- Continuum of Care Program
- Low Income Home Energy Assistance Program
- Community Services Block Grant
- Temporary Housing for Needy Family Rapid Rehousing
- Assets for Independence Demonstration Program
- Weatherization Assistance for Low-Income Persons
- National Foreclosure Mitigation Counseling Program
- Rural Rental Housing Loans

IHCDA also administers the Individual Development Account program and the Indiana Foreclosure Prevention Network, which use both State and Federal funds. In addition, IHCDA administers the Hardest Hit Fund, which are funds that IHCDA receives directly from the U.S. Department of Treasury to provide mortgage assistance for unemployed homeowners. IHCDA also administers the Affordable Housing and Community Development Fund and Tax Credit Assistance Program, which are loan programs.

The audits must be conducted in accordance with applicable laws, regulations, and generally accepted auditing standards as included in:
1. The *Statements of Auditing Standards* published by the American Institute of Certified Public Accountants.
3. The Single Audit Act Amendments of 1996
4. The Provisions of the Uniform Guidance
5. The *Uniform Compliance Guide for State and Local Governments by Authorized Independent Public Accountants* established by the Indiana State Board of Accounts; and

4. **RFP TIMELINE**

   May 8, 2017  
   RFP released to the general public.

   May 29, 2017  
   Questions should be submitted in writing to Vinya Dunbar (vdunbar@ihcda.in.gov) by 5:00 PM Eastern Time with “PROPOSAL-AUDIT Questions” in the subject line.

   June 5, 2017  
   Proposals must be submitted in complete original form by e-mail to vdunbar@ihcda.in.gov by 5:00 PM Eastern Time with “PROPOSAL-AUDIT” in the subject line.

   Week of June 5th  
   Internal review

   Week of June 12th  
   Presentation to the Audit Committee for decision

   June 22, 2017  
   Audit Committee presents selection to the Board for approval.

   Week of June 26th  
   Notification to the applicants of the approved selection

   Week of July 10th  
   Contract details finalized

   September 1, 2017  
   Contract start date
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 Sections 2 and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

Credentials

1. Confirm that the Respondent’s staff that would be assigned to the engagement, if Respondent is selected, are certified public accountants presently engaged in the practice of public accountancy, either as a partnership or a corporation. Describe the size, structure, age, and major lines of work of your firm.
2. Identify the supervisors who would work on the audit and include estimates of percentages of time to be spent by engagement personnel on-site and on overall project. Resumes for each supervisory person and staff members that would be assigned to the engagement should be included. At a minimum, resumes should contain each person’s name, educational background, and relevant experience.
3. Include resume of firm’s clients and industry experience within the last five years
4. Provide an affirmative statement that all mandated continuing education credit requirements have been met by staff assigned to the engagement.
5. Provide a copy of Respondent’s most recent peer review report

Experience

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

- Knowledge of the administration of state and federal programs providing grants and loans.
- Knowledge of bond indenture programs which use the proceeds to fund single and multi-family mortgage programs.

References:

Respondent should provide three (3) references with complete contact information (contact person, mailing address, phone number and email address) for whom Respondent has completed similar work in the past 3 years.

Cost Proposal:

Respondent must present its total fee. Details include:

- Hourly rate,
- Estimated hours by level of engagement participant,
• Estimated hours of performing the following: basic financial statement audit, single audit, OMB data collection form, financial data schedule, and the letter of consent to include the annual audit report in the preliminary and final Official Statements for each bond deal.
• Or fixed rate for the completion of the audit report,
• Any estimated costs of travel and supplies.
• Any fees being provided to any subcontractors should be clearly identified.
• Provide Respondent’s expectations regarding the estimated amount of involvement (in hours) that will be required by IHCDA’s staff related to each of Respondent’s deliverables.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Responsiveness and compliance with requirements of this RFP
2. An assessment of the Respondent’s ability to deliver the indicated services in accordance with the specifications set out in this RFP
3. Qualification to legally conduct business in the State of Indiana.
4. Respondent’s previous experience delivering the same or similar services required in this RFP.
5. Review of references related to similar work performed for similar agencies or organizations.
6. The results of peer and external quality control reviews.
7. Prior performance with IHCDA.
10. Respondent’s availability of staff with professional qualifications and technical abilities.
11. Respondent’s ability and capacity to service the audit program(s) and filings herein requested.
12. Assignment as principal to the audit only of a certified public accountant duly licensed by the State of Indiana.
13. Ability to spend the time necessary to understand the extent and complexities of IHCDA as it relates to rendering an opinion and preparing a final audit.

An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit when the indirect costs recovered by the auditee during the prior year exceeded $1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.

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.
10. Upon request, the Respondent will provide a copy of the work papers pertaining to any findings or questioned costs determined in the audit. The work papers must be concise and provide the basis for the concern as well as an analysis of the problem. The work papers will be retained for at least three years from the end of the audit period. The work papers will be made available for examination by authorized representatives of IHCDA.
11. The Respondent, if selected must be able to provide the following deliverables within the specified timeframes:

<table>
<thead>
<tr>
<th>Task</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Perform Planning Procedures</td>
<td>1st Week of September</td>
</tr>
<tr>
<td>Provide Interim Client Assistance List</td>
<td>2nd Week of September</td>
</tr>
<tr>
<td>Perform Interim Review</td>
<td>2nd Week of October</td>
</tr>
<tr>
<td>Conduct Planning Meeting and Provide Year End Client Assistance for both the OMB and the Financial Statement Audits</td>
<td>1st Week of November</td>
</tr>
<tr>
<td>Perform Testing for the OMB audit</td>
<td>2nd to 3rd Week of December</td>
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<tr>
<td>Complete the Testing for the OMB audit</td>
<td>No earlier than the 2nd full Week of January</td>
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<tr>
<td>Complete the Financial Statement Audit and wrap up the OMB audit</td>
<td>2nd and 3rd Week of March</td>
</tr>
<tr>
<td>Provide the Draft SEFA and Financial Statements</td>
<td>No later than the end of the 1st Week of April</td>
</tr>
<tr>
<td>Perform the presentation of the audit(s) to the IHCDA Audit Committee</td>
<td>3rd Week of April</td>
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<tr>
<td>Attend the April IHCDA Board Meeting</td>
<td>the 4th Thursday of the month of April</td>
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<tr>
<td>Task Description</td>
<td>Deadline</td>
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<tr>
<td>Provide the final reports for the OMB and Financial Statement Audit(s)</td>
<td>By the end of the 1st Week of May</td>
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<tr>
<td>Provide the review of the Financial Data Schedule and approve within the Real Estate Assessment Center (REAC ) system</td>
<td>By May 31st</td>
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<tr>
<td>Complete and provide certification of be OMB Data Collection form within the Internet Data Entry System (IDES)</td>
<td>Within 30 days of the audit completion</td>
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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 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. 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.

Vinya Dunbar  
Director of Accounting  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 1000  
Indianapolis, IN 46204  
v dunbar@ihcda.in.gov

The deadline for submission is June 5, 2017 at 5:00 PM Eastern Time.

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

h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


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. 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.
4. QUALIFICATION COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION
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: ____________________________