



REQUEST FOR PROPOSALS

for

**Consolidated Plan Preparation for U.S. Housing and Urban Development
(HUD) Funded Community Planning and Development Programs**

**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: June 4, 2024
RESPONSE DEADLINE: July 15, 2024, 5:00 PM EST**

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PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority (IHCDA) and the Indiana Office of Community and Rural Affairs (OCRA) seek to engage with a contractor to provide the agencies with policy expertise, community planning and housing research, project organization, stakeholder consultation, citizen participation, and high-value analysis that fulfill the requirements set by the U.S. Housing and Urban Development (HUD) for State-administered Community Planning and Development (CPD) formula grant programs, to develop and submit the States' five-year Consolidated Plan, Annual Action Plans, the Consolidated Annual Performance and Evaluation Report (CAPER) as detailed in the Scope of Services section of this RFP.

The Consolidated Plan is how IHCDA and OCRA share their goals with HUD for the 5 year program period, as well as how they report to HUD on their progress towards meeting those goals. As part of the five year cycle, annual updates are made to this Plan. Additionally, each year IHCDA and OCRA must certify that they will Affirmatively Further Fair Housing (AFFH) through creation of an Equity Plan. This Equity Plan shall include an analysis of seven fair housing goals, identify issues, create priorities for fair housing, establish goals and incorporate those goals into planning.

The CPD programs are administered by both IHCDA and OCRA, as such respondents should be prepared to work with both agencies to complete their respective parts of the Consolidated Plan. The Background section (Part 1B) indicates which agency administers which programs covered by this RFP.

This RFP would award a 5-year contract to the successful respondent. That contract would commence on September 1, 2024, and expire on August 31, 2029. This contract will be with the IHCDA. IHCDA's required legal terms and conditions are included as **Part 3** of this RFP.

B. BACKGROUND

The IHCDA and OCRA are the lead agencies for the State of Indiana responsible for the oversight and management of the annual CPD funds from HUD. Indiana's current allocation overseen by IHCDA and OCRA is over \$50,000,000 annually. These programs include:

- Community Development Block Grant (CDBG)--OCRA
- Emergency Solutions Grant (ESG)--IHCDA
- Housing Trust Fund (HTF)--IHCDA
- HOME--IHCDA
- Housing Opportunities for Persons with Aids (HOPWA)--IHCDA
- Recovery Housing Program (RHP)--OCRA

The CPD programs are used by Indiana to develop new housing, preserve decent and affordable housing, as well as to increase economic opportunities and provide services to low to moderate income Hoosiers.

Indiana's current Consolidated Plan documents can be found here:

<https://www.in.gov/ocra/cdbg/consolidated-and-action-plans/>

C. ACRONYMS/DEFINITIONS USED IN THIS RFP

1. AFFH—Affirmatively Furthering Fair Housing
2. AIFH—Assessment of Impediments to Fair Housing
3. Annual Action Plan—a one year update submitted annually during the 5 year Consolidated Plan life cycle
4. CAPER—Consolidated Annual Performance and Evaluation Report
5. Consolidated Plan (Con Plan)—A five-year plan submitted to HUD
6. CPD—Community Planning and Development
7. HUD—U.S. Department of Housing and Urban Development
8. IHCDA—Indiana Housing and Community Development Authority
9. OCRA—Indiana Office of Community and Rural Affairs

D. SCOPE OF SERVICES

As requested by IHCDA and OCRA, professional Consolidated Plan Consulting Services required to be provided and to be incorporated into the contract to be awarded pursuant to this RFP include the following:

1. Lead all phases of review and preparation of the Consolidated Plan, Community Needs Assessment, Housing Market Analysis, Annual Action Plans, AFFH Equity Plan and CAPERs in full accordance with all aspects of HUD guidance. Respondent should identify which portions of historical plans or reports are sufficient and which should be updated.
2. Provide a transition plan to ensure that the selected contractor maintains and transfers information from the previous contractors and documentation developed for the State's CPD programs.
3. Develop and implement Limited English Proficiency/Language Assistance Plan.
4. Review and recommend changes to Citizen Participation Plan that includes the following:
 - a. Publication of materials (including in other languages as indicated by State's Language Access Plan)
 - b. Public hearings in under-served communities
 - c. Citizen comment procedures
 - d. Process for substantial amendments

- e. Technical assistance provision
- f. Complaint procedures
- g. Support and language assistance for those with limited English proficiency

IHCDA and OCRA are interested in innovative, cost-effective methods of obtaining meaningful public input, including the capability of hosting video or hybrid events.

5. Consult with IHCDA and OCRA and conduct a comprehensive Indiana housing market analysis that addresses the following:
 - a. Housing availability
 - b. Housing affordability
 - c. Housing adequacy
 - d. Housing accessibility
 - e. Barriers to affordable housing
 - f. Broadband needs
 - g. Natural hazard risk assessment due to climate change
 - h. Special need facilities and services
 - i. Facilities, housing and services for homeless persons
 - j. Barriers to affordable housing
 - k. Incorporate findings into strategic planning for programs
6. Develop a statistical, analytical assessment of Indiana's community housing and homeless needs and impediments to housing. Include projected and estimated housing needs for program years 2025-2029. The housing needs assessment should include:
 - a. Income categories of housing ranging from extremely low-income to middle-income
 - b. Include both homeowners and renters
 - c. Address homelessness and needs of those experiencing homelessness
 - d. Special needs housing (e.g. elderly, mental illness, public housing, persons with HIV/AIDS, persons with alcohol or drug addiction, etc.)
 - e. Lead-based paint hazards
 - f. Public housing and or non-housing community development needs
7. Advise and assist in the implementation of an appropriate, effective collaboration strategy with Public and Regional Housing Agencies across Indiana. This includes researching national trends related to efficient resource allocation, strategies for building capacity in rural areas and assessment of potential program expansion.
8. Complete an Affirmatively Furthering Fair Housing (AFFH) Equity Plan, identify Impediments to Fair Housing Choice consistent with guidance issued by HUD once the final rule is published. This item should meet the new HUD guidance and also include:
 - a. An assessment of the laws, regulations, policies and procedures affecting fair housing
 - b. Analyzing core areas of inquiry
 - c. Identifying fair housing issues
 - d. Prioritizing fair housing issues

- e. Utilize AFFH mapping tool
 - f. Establish fair housing goals (encompass access to community assets, affordable housing, homeownership and economic opportunity)
 - g. Provide recommendations and planning to overcome impediments along with measurable results
 - h. Incorporate a plan and process for yearly evaluation
9. Collaborate with IHCD and OCRA, using the data and public input received to develop a five-year strategic plan that addresses the following components:
- a. Affordable housing
 - b. Persons experiencing homelessness or at risk of homelessness
 - c. Special needs housing
 - d. Non-housing community development
 - e. Barriers to affordable housing
 - f. Anti-poverty strategy
 - g. Coordination of the Consolidated Plan with other organizations
 - h. Public housing initiatives
 - i. Lead paint hazards
10. Advise IHCD and OCRA on the development and implementation of a non-housing community development strategy for Indiana. This would include a comprehensive inventory or existing state assets, collection and analysis of data related to:
- a. Total population, population demographics
 - b. Labor force size, other labor statistics
 - c. Employment/unemployment levels
 - d. Earnings, total income, per capita income, household income
 - e. Education levels
 - f. Transportation
11. The contractor shall, with the approval of both agencies, conduct key person interviews, gather public input, organize public hearings and respond to public comments. Contractor shall also:
- a. Consult both agencies on questions, presentations, etc. used prior to undertaking any of these tasks;
 - b. Draft documents in Spanish or other languages as defined by the State's Language Access Plan;
12. Contractor shall be responsible for producing/updating the following analyses and studies as required by HUD:
- a. Housing and Homeless Needs Assessment Update;
 - b. Socioeconomic Analysis, including a Homeless Needs Study, Lead-Based Paint Abatement Strategy:
 - i. During the term of the contract with Contractor, the State will be required to complete an Assessment of Impediments to Fair Housing/Affirmatively Furthering Fair

Housing plan (“AFFH”)/ Equity Plan; Contractor should incorporate elements of the AIFH/AFFH analysis into the Consolidated Plan and annual Action Plans;

- c. Housing Market Analysis;
 - d. Inventory of homeless facilities and services that meet the needs for emergency shelter and transitional housing;
 - e. Affordable Housing analysis;
 - f. Analysis of the State’s institutional structure through which it will carry out its housing and community development plan;
 - g. Description of the means of cooperation and coordination among the State and local units of government in the development of the Plan; and,
 - h. Listing of the expiring use properties which housing providers may obtain for redevelopment as low-income housing opportunities.
13. The contractor shall be responsible for assembling the draft Consolidated Plan, annual Action Plans, amendments (if needed), and CAPERs including all appendices and certifications to be included as required by HUD. The drafts will be shared with agency staff, and Contractor shall be responsible for all necessary revisions and presentation of material to agency staff. The contractor shall provide the final Consolidated Plan, annual Action Plans, and CAPERs, all appendices and certifications, and shall assemble an executive summary.
14. The contractor shall input, upload any documentation or data, and submit, with approval from OCRA and IHCDA, the Consolidated Plan, annual Action Plans and CAPERs in HUD’s Econ Planning suite.

E. RFP TIMELINE

June 3, 2024	RFP released to the general public.
June 10, 2024	Respondent questions due to IHCDA
June 14, 2024	Answers to all questions posted to IHCDA website
July 15, 2024	Respondent must submit proposal by 5:00 p.m. in PDF format.
July 24, 2024	Respondents will be notified of the day and time for presentations/interviews. (if applicable)
July 30 and 31, 2024	Presentations/interviews will be held (if applicable)
September 1, 2024	Contract begins

PART 2

RFP PROCESS

A. SELECTION PROCESS

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

B. MINIMUM REQUIREMENTS

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

1. Respondents must have experience within the last five years in collecting and analyzing regional data regarding housing stock, the housing market, economic conditions, infrastructure needs, homeless needs and facilities or community development needs;
2. Respondents must have produced similar planning type reports within the last five years;
3. Respondents must demonstrate experience understanding and complying with federal program rules, regulations and procedures. Experience with HUD programs is particularly helpful.

C. QUALIFICATIONS EVALUATION CRITERIA

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

Criteria	Maximum Points
Compliance with requirements of this RFP, complete and timely submission	Threshold pass/fail
Technical Proposal	45
Experience of respondent and primary personnel/sub-contractors	20
References	10
Prior Work Product samples	10
Fixed fee and rate schedule	15

Only proposals that meet the threshold requirements will be reviewed and fully scored. Each evaluation criteria is assigned a points value with a total of 100 points available.

D. 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 or OCRA where applicable;
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 and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.
10. Be currently in good standing as a vendor with the State of Indiana and the federal government (confirmed via System for Award Management (SAM)).

E. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP. Please be sure as you address each component you indicate what, if any, deliverables or information would be needed from IHCDA or OCRA.

- i. Qualifications Coversheet and Certification Statement
- ii. Introductory Information
 - a) Brief history of your company, including years in business, experience of company and staff, etc.
 - b) Describe what sets your company apart, what are your strengths in this area, what is your competitive advantage, etc.
- iii. Technical Proposal
 - a) Proposal for delivering the services, including organization of responsibilities, work plan, organizational chart and provide an overview of your approach to working with IHCDA and OCRA on this engagement.
 - b) Include a listing of primary personnel (and/or sub-contractors) who will be assigned to the Contract. Include their name, title, role on the project and resume.
 - c) A detailed description of respondent's technical capabilities to provide responsive and professional services should the contract be awarded to your company.
 - d) Provide a detailed timeline for year 1 activities, including plan for data gathering, analysis, stakeholder engagement and public input.
 - e) Provide a brief outline of the timeline for years 2-5.

- iv. Experience
 - a) Provide a detailed response to the Minimum Requirements set out in Part 2B.
 - b) Highlight experience with HUD or other federal programs, planning reports, etc.
 - c) List or describe other clients who are state housing finance agencies, state agencies, municipalities or other local governments for which you have performed services in the last 10 years.

- v. References—Please provide three references, preferably at least one of which was a Consolidated Plan or similar product. Include contact information for each to include phone number and email address.

- vi. Prior Work Product—Please submit up to 3 prior work product(s) of a similar nature to the services requested here. This could be as a PDF or a link to a publicly facing website. If work product exceeds 50 pages, please excerpt relevant portions which highlight work similar to that requested in this RFP.

- vii. Project Budget
 - a) Include rate of pay for each employee (or employee classification), estimated hours on project and a breakdown per deliverable or based on the timeline you proposed.
 - b) Be sure to include any costs required to make updates, respond to HUD findings, incorporate changes, etc. annually.
 - c) Include any travel costs or other direct costs you would charge to the project.

- viii. Respondents must identify any Terms and Conditions from Part 3 that they would propose edits to, would not be willing to agree to, etc. If issues are not raised at this time to allow for time for IHCDA legal to vet these changes, then they will not be considered later by IHCDA.

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

Written questions regarding this RFP will be accepted no later than 3:30PM Eastern Time, June 10, 2024. All questions must be submitted to kwelling@ihcda.in.gov and reference RFP 24-15 Consolidated Plan.

Respondent’s proposal must be submitted via email. All documents must be submitted in PDF only.
Kyleen Welling
Chief of Staff and Chief Operating Officer
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
kwelling@ihcda.in.gov

The deadline for submission is July 15, 2024 at 5:00 PM EST.

Applications that miss the submission deadline and/or 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

This section contains required contract terms and conditions for all IHCDA contracts. Please carefully review these clauses before proposal submission. Please identify in your proposal if you would propose any edits to this language.

1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- C. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project to certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- D. **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.
- E. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS.** Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.
- Additionally, if this RFP is related to software, Respondent agrees that 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. **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.

H. **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.

I. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- b. Unfair competition or conflict of interest in the decision-making process;
- c. An illegal, unethical or improper act; or
- d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- A. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. **Procurement of Recovered Materials**. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

(a) The Respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

K. § 200.322 Domestic preferences for procurements.

- a. To the greatest extent practicable under a Federal award, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. RFP TERMS AND CONDITIONS

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

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.

- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDA will not agree to any of the following terms or conditions:
- a. Any provision requiring IHCDA to provide insurance
 - b. Any provision requiring IHCDA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal

<<TYPE SERVICE>>

4. QUALIFICATIONS COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATIONS
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____