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| REQUEST FOR PROPOSALS |
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| for |
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| **Environmental Review Record and Section 106 Review Consultant** |
|  |
| INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY |
| 30 South Meridian Street, Suite 900 |
| Indianapolis, IN 46204  http://www.in.gov/ihcda/ |
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| 317-232-7777 |
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| ISSUE DATE: October 4, 2021 |
| RESPONSE DEADLINE: November 1, 2021 |

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PART 1 SCOPE OF THIS REQUEST

* 1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”) AND SCOPE OF SERVICES

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to engage a qualified professional to provide reviews for the Environmental Review Record and the Section 106 procedures pursuant to U.S. Department of Housing and Urban Development (“HUD”) and IHCDA applicable regulations.

In accordance with HOME Investment Partnership Program (“HOME”), National Housing Trust Fund (“HTF”), and Community Development Block Grant (“CDBG”) regulations, IHCDA is requesting proposals from qualified professionals to perform environmental compliance reviews on behalf of IHCDA in accordance with the requirements set forth in 24 C.F.R. Part 58 (“Environmental Review Record or ERR”), and its obligations set forth in Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. § 470f] (“Section 106”) and 36 CFR Part 800. These reviews shall be conducted for the following IHCDA funding sources: HOME, the HTF, CDBG, Housing Choice Voucher program (“HCV”), and Lead Protection Program (“LPP”) and these funding sources also have specific requirements set forth in the regulations that apply to them. Therefore, the purpose of this RFP is to solicit proposals from Responsive and Responsible Respondents, as described in Sections 2 and 4 of Part 2, of this RFP, to review both the ERR and the Section 106 documentation submitted to IHCDA for its HOME, CDBG, HTF, HCV, LPP and other applicable funding sources, such as the Indiana Affordable Housing and Community Development Fund, that are administered by IHCDA.

* 1. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

**Vision**

An Indiana with a sustainable quality of life for all Hoosiers in the community of their choice.

Mission Statement

To provide housing opportunities, promote self-sufficiency, and strengthen communities.

**To accomplish this, IHCDA will:**

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

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.

* 1. RFP TIMELINE

October 4, 2021 RFP released to the general public.

November 1, 2021 RFP response due

November 3 - November 9, 2021 Finalist interviews (optional)

November 12, 2021 Final selection made

#### PART 2 RFP PROCESS

* 1. **SELECTION PROCESS**

Evaluation of all qualifications will be completed by IHCDA and Indiana Department of Natural Resources Division of Historic Preservation & Archaeology. 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.

* 1. **MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**

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

Credentials

The Respondent would need to meet or exceed the Federal requirements stated in “Archaeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines,” Federal Register, Vol. 48, No. 190-September 29, 1983, Pt. IV  (see <https://www.nps.gov/history/local-law/arch_stnds_9.htm>).

Therefore, the Respondent must meet or exceed the following minimum education and experience for only one of the stated professions. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History  
The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology  
The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or an equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History  
The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture  
The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture  
The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Experience

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

* Familiarity and knowledge of 24 CFR Part 50 and 58
* Preferably, five years of relevant experience with HOME and/or CDBG.
* Familiarity and knowledge of the Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund, preferred.
* Experience in construction and real estate development preferred.
  1. **QUALIFICATIONS EVALUATION CRITERIA**

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

1. Demonstration of meeting or exceeding the required credentials.
2. Compliance with requirements of this RFP.
3. An assessment of the Respondent’s ability to deliver the indicated service in accordance with the specifications set out in the RFP.
4. Respondent’s demonstrated experience with the HOME and CDBG programs.
5. Respondent’s demonstrated experience with the Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund.
6. Past performance with IHCDA and its programs.
7. Respondent’s demonstrated experience in construction and real estate development.
8. Strength of client references.
9. Demonstrated knowledge of the below specified federal regulations. Provide work examples to demonstrate proficiency:

24 CFR Part 58; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities

24 CFR Part 51; Environmental Criteria and Standards

24 CFR Part 55; Floodplain Management

36 CFR Part 800; Protection of Historic Properties

40 CFR Parts 1500-1508; Council on Environmental Quality Implementation of NEPA Procedural Provisions

1. Competitive fee, **all costs (travel, time, supplies etc.) must be rolled into and reflected in one standardized fee, which must be a flat fee that reflects the Respondent’s fee per each ERR/Section 106 submission that is reviewed via pursuant to this RFP, not an hourly rate.**
   1. **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 if it is an entity described in IC Title 23, it must be properly registered, and owe no outstanding reports to the Indiana Secretary of State (there is a fee to register with the 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.
   1. **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.

* + - 1. Cover Letter;
      2. Resume;
      3. Proof of meeting the required credentials. Proof should be evidenced by Respondent completing the applicable Indiana Department of Natural Resources Division of Historic Preservation and Archaeology forms(s) and submitting them to IHCDA as part of Respondent’s proposal (do not send to DHPA). Forms are attached to this RFP;
      4. One to three page professional writing sample;
      5. Narrative describing experience/familiarity with:
  1. Demonstrated experience with the federal regulations referenced in Part 2, Subsection 8 of Section 3 of this RFP; and
  2. HUD’s HOME, HTF and CDBG programs; and
  3. Environmental Review Record and Section 106 Reviews; and
  4. Experience with Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund; and
  5. Experience in construction and real estate development.
     + 1. Outline of proposed fee structure including administrative costs;
       2. Two professional references.
  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.

Samantha Spergel

Director of Strategic Initiatives and Engagement

Indiana Housing and Community Development Authority

30 South Meridian, Suite 900

Indianapolis, IN 46204

sspergel@ihcda.in.gov

**The deadline for submission is Monday November 1, 2021 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**
2. **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.
3. **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.
4. **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.
5. **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.
6. **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:
7. The RFP.
8. A list of all vendors who received the RFP.
9. The name and address of each Respondent.
10. The amount of each offer.
11. A record showing the following:
    1. The name of the successful Respondent.
    2. The dollar amount of the offer.
    3. The basis on which the award was made.
12. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
13. trade secrets;
14. manufacturing processes;
15. financial information not otherwise publicly available; or
16. 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.
17. **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.
18. **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.
19. **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:
    1. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
    2. Unfair competition or conflict of interest in the decision-making process;
    3. An illegal, unethical or improper act; or
    4. Other legal basis that may substantially alter the decision.
20. 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 Staff Attorney, who shall issue a written decision on the matter. The Staff 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 Staff Attorney within thirty (30) days of its receipt. The decision of the Staff Attorney is final.
21. **FEDERAL REQUIREMENTS**
    1. 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.”
    2. 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.
    3. 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.
    4. 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.
    5. 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).
    6. 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.
    7. 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.
    8. Requirements set forth in Section 2 of Part 2, of this RFP, entitled “Credentials” that describes the credentials required under federal law to perform Section 106 reviews.
22. **RFP TERMS AND CONDITIONS**

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
7. 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.
8. 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.
9. **If awarded a contract pursuant to this RFP, the Respondent waives all rights to apply for IHCDA Real Estate Department funding as an applicant, developer, or consultant for a period of two (2) years from the date the contract expires and understands that it will be deemed ineligible to receive funding from IHCDA during this period of time.**
10. IHCDA reserves the right not to award a contract pursuant to the RFP.
11. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
12. 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.
13. 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.
14. 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:
    * 1. Cease all activities with that Respondent.
      2. Begin contract preparation activities with the next highest ranked Respondent.
15. A copy of IHCDA’s most recent Contract Boilerplate is attached 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.
16. Additionally, IHCDA will not agree to any of the following terms or conditions:
    1. Any provision requiring IHCDA to provide insurance
    2. Any provision requiring IHCDA to provide indemnity
    3. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
    4. Any provision providing that suit be brought in any state other than Indiana
    5. Any provision providing for resolution of contract disputes
    6. Any provision requiring IHCDA to pay any taxes
    7. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney’s fees
    8. Any provision modifying the applicable Indiana statute of limitations
    9. Any provision relating to the time within which a claim must be made
    10. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
    11. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
    12. Any provision providing for automatic renewal
    13. Any provision requiring IHCDA to agree to limit the liability of the Respondent

<<TYPE SERVICE>>

1. **QUALIFICATION COVER SHEET**

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| --- | --- |
| Name of Individual, Firm or Business: |  |
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|  | |
| Address: |  |
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|  | |
| Phone Number: |  |
| Fax Number: |  |
| Web Site Address: |  |
|  | |
|  | |
| QUALIFICATION Contact Person: |  |
|  | |
| Title: |  |
| Email Address:  Phone: |  |
|  | |
|  | |
| Contract Signatory Authority: |  |
|  | |
| Title: |  |

## INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

1. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_