



## **REQUEST FOR PROPOSALS**

**for**

Consultant to provide T/TA for  
2024 Planning Grant for Program Design and Implementation

**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 17, 2024**  
**RESPONSE DEADLINE: July 15, 2024, 5:00 PM EST**

## **TABLE OF CONTENTS**

### **PART 1 SCOPE OF THIS REQUEST**

- 1. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)**
- 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**
- 3. SCOPE OF SERVICES**
- 4. TENTATIVE PROJECT TIMELINE**

### **PART 2 RFP PROCESS**

- 1. SELECTION PROCESS**
- 2. QUALIFICATIONS AND EXPERIENCE**
- 3. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 4. RFP SUBMISSION ITEMS**
- 5. RFP TIMELINE**
- 6. FORMAT FOR SUBMISSION, EMAILING INSTRUCTIONS, AND DUE DATE**

### **PART 3 TERMS AND CONDITIONS**

- 1. STATE POLICIES**
- 2. FEDERAL REQUIREMENTS**
- 3. RFP TERMS AND CONDITIONS**

### **APPENDICES**

- A. QUALIFICATIONS COVER SHEET**
- B. CERTIFICATION OF RESPONDENT**

## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)**

The Indiana Housing and Community Development Authority seeks to contract with a consultant to provide technical assistance on program design, implementation, and outcomes data collection to awardees of IHCDA’s 2024 Planning Grant for Program Design and Implementation as detailed in the Scope of Services section of this RFP.

### **2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **MISSION STATEMENT**

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

#### **VISION**

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

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

#### **OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)**

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

#### **About Community Action in Indiana**

Community Action Agencies (CAA) are local private and public non-profit organizations that promote self-sufficiency, and work to reduce the causes and conditions of poverty in the communities they serve. They were founded as a part of the 1964 Economic Opportunity Act to fight poverty by empowering the poor as part of the War on Poverty.

The Community Services Block Grant (CSBG) is the core funding source that CAAs use to support a variety of anti-poverty programs, including other federal and state-funded programs. The programs being implemented vary widely among agencies, since each CAA plans and implements its programs based on the specific needs of its local community.

Each CAA is governed by a board of directors the board composition must meet the following requirements: one-third of the members must be elected public officials currently holding office or representatives of public officials; at least one-third of the of the members of the board must be persons chosen by democratic selection procedures that are adequate to assure that those members are representative of the poor in the area served; the other members of the board must be officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. There are 22 CAAs designated in the State of Indiana. These CAAs, as a group provide services for all 92 counties in Indiana using CSBG and other funding sources.

### **3. SCOPE OF SERVICES**

IHCDA released an application for the state's Community Action Agencies to apply for competitive funding to increase program efficacy and improve service delivery and outcomes measurement within an existing program. This process will start with program design and development and progress through implementation and evaluation planning. A cohort of no more than three agencies will be selected to work with the IHCDA-procured consultant on their proposed program design and plan.

The purpose of this RFP is to procure the consultant to create and lead a cohort group learning experience for these three agencies.

IHCDA is looking for a consultant who understands the complexities of designing an action and evaluation plan for a program that is likely one amongst dozens, in agencies with multiple required data systems for different funders. Further, the selected consultant should be prepared to provide easy-to-use templates for program design and make data measurement simple and understandable for agency staff who have significant other responsibilities. IHCDA is not looking for tools or metrics that are overly academic or complex, but rather seeks a relationship-based consultant skilled in continuous improvement methods and peer-to-peer learning.

#### **Program Development & Planning**

The consultant will work closely with each of the awardees to establish and/or refine how the selected program currently operates and ensure that the intended purpose of the program can reasonably be addressed by performing the program's activities. The consultant will work with the awardees to identify and document key elements that are integral to the design of the program (i.e., curriculum, staff qualifications, program frequency and duration, etc.).

The consultant will work with each awardee to create program design components and data collection procedures for program outcomes. This may include creating templates, reviewing potentially confounding factors, ensuring data is collected consistently, and reviewing data and providing collection feedback periodically throughout the project. Each awardee should be able to collect, maintain, and report on their own outcome data.

The goal of this portion of the scope is to give the awardees sustainable systems to understand their selected program and its outcomes as simply as possible, starting with program design and integrating data collection into current systems wherever possible.

### **Program Implementation Evaluation**

The consultant will assess the implementation of each project and engage awardees in a continuous improvement learning process throughout implementation. This may include collecting regular information about project assets and barriers, tracking key implementation timeline details, helping agencies reflect on lessons learned, and making recommendations for future actions by either the awardee or IHCDA.

The goal of this portion of the scope is to document important factors in program implementation and lessons learned by awardees so that the information can be used to a) improve current program processes and procedures, and b) be shared with other agencies undertaking similar programs in the future.

### **Deliverables**

Deliverables include, but are not limited to the following:

- Regular update meetings with IHCDA. Number and frequency should be proposed by Respondent in the Scope of Work
- Learning session(s) to teach awardees about program design.
- Regular implementation meetings with each subgrantee (to gather information about implementation and provide continuous improvement feedback). Number and frequency should be proposed by Respondent in the Scope of Work
- A theory of change or logic model for each awardee
- A list of key program design elements for each awardee
- A data collection plan for each awardee
- At least two facilitated learning meetings for all three subgrantees and IHCDA together as a group to review and reflect on project progress and lessons learned. This will provide agencies with an opportunity to learn from each other and for the awardees and IHCDA to give feedback on the individual projects.
- A report that includes findings from project design and implementation evaluation as well as both quantitative and qualitative data regarding the extent to which the awardees met or made progress toward their intended outcomes up to that point.
- End of term recommendations for each subgrantee separately and for IHCDA.
- A recorded webinar about the projects and their findings/lessons learned that can be attended by all Indiana Community Action Agencies.

The maximum budget for this project is \$75,000.

## **4. TENTATIVE PROJECT TIMELINE**

The deliverables outlined above must be provided between August 1, 2024, and September 2025. An expected timeline for each of the deliverables above should be proposed by the Respondent in their Scope of Work.

## **PART 2**

## **RFP PROCESS**

### **1. SELECTION PROCESS**

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

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

1. Compliance with requirements of this RFP
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP
3. Experience of the Respondent
4. Strength of client references
5. Competitive fee

### **2. QUALIFICATIONS AND EXPERIENCE**

- Key project personnel must have at least 5 years' experience in data collection / evaluation
- Key project personnel must have experience with continuous improvement, developmental, or implementation evaluation.
- Key project personnel must have experience providing data collection T/TA or creating easy-to-use data collection tools for nonprofit organizations.
- Key project personnel must have degree or certification in relevant field
- Vendor must also have experience in as many of the following areas as possible:
  - Program design/development
  - working with nonprofit program data,
  - collecting data for hard-to-measure outcomes,
  - working with community based, social service, and/or poverty alleviation programming,
  - working with Community Action Agencies,
  - certified in Human Subjects research.

### **3. RESPONSIBLE RESPONDENT REQUIREMENTS**

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

1. 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.

#### 4. RFP SUBMISSION ITEMS

Respondent must submit the following documentation in response to this RFP. The response for items 2, 3 and 4 below should total no more than 10 pages total, single spaced in 12-point font.

Your RFP response should be addressed in the following order:

1. Coversheet and Certification. The Respondent must provide a completed Cover Sheet (Appendix A) and signed Certification (Appendix B).
2. Qualifications & Experience. A narrative describing Respondent’s qualifications and relevant experience.
3. Proposed Strategy and Scope of Work. A description of proposed methodology for completing project/scope of work, including a proposed timeline for start and completion.
4. Client References. A list of at least three comparable work/client references that include the following information.
  - a. organization name,
  - b. brief description of the project, and
  - c. contact person’s name, telephone number, and email address.
5. Resumes or bios. Current resumes or bios for Respondent’s key personnel.
6. Sample of Prior Work. At least one example of a project deliverable of similar size/scope.
7. Additional Material. Information that the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as “Additional Material”.
8. Cost proposal. All costs (including but not limited to travel, time, and supplies must be rolled into the fee) the fee should be per deliverable not by the hour. Please provide a proposed budget, utilizing the following format. (preliminary findings, draft evaluation report, final evaluation report and findings, Executive Summary, sessions with CAAs and webinar, etc.)

Deliverable	Amount

## 5. RFP TIMELINE

June 17, 2024	RFP released to the general public.
July 15, 2024	Respondent must submit proposal by 5:00 p.m. in PDF format
July 20, 2024	IHCDA may contact the Respondent, if it is selected for a finalist interview/presentation.
July 30, 2024	Finalist interviews/presentations must be completed, if requested by IHCDA
July 31, 2024	Tentative selection is made.

## 6. FORMAT FOR SUBMISSION, EMAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Tina Darling  
Community Programs – CSBG Manager  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 900  
Indianapolis, IN 46204  
tdarling@ihcda.in.gov

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

Applications that miss the submission deadline and/or do not contain all the required forms/documents as listed in this RFP may be determined ineligible for further consideration.



## **PART 3**

## **TERMS AND CONDITIONS**

### **1. STATE POLICIES**

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. **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.
3. **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.
4. **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.
5. **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:
    - 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.
- 6. **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.
- 7. **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.
- 8. **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. 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.
- c. 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.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.
- i. 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.

### **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:
  - i. Cease all activities with that Respondent.
  - ii. 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
  - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

**APPENDIX A: IMPACT GRANT EVALUATION RFP COVER SHEET**

**Name of Individual, Firm or Business:**

Address:

Phone Number:

Fax Number:

Web Site Address:

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

Email Address:

Phone:

**APPENDIX B: CERTIFICATION OF RESPONDENT**

I hereby certify that the information contained in this RFP response 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: \_\_\_\_\_