



REQUEST FOR QUALIFICATIONS

for

**INDIANA FORECLOSURE PREVENTION NETWORK
HOUSING COUNSELING AGENCIES**

**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: October 25, 2024

**RESPONSE DEADLINE: November 22, 2024,
5:00 PM EDT**

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PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (“RFQ”)

The Indiana Housing and Community Development Authority seeks qualifications from HUD-certified housing counseling agencies to serve as members of the Indiana Foreclosure Prevention Network to provide foreclosure prevention and related housing counseling services during the 2025 and 2026 calendar years.

*Note: IHCDA will select multiple housing counseling agencies under this RFQ.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

VISION

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

MISSION

The Indiana Housing and Community Development Authority’s (“IHCDA”) mission is to provide housing opportunities, promote self-sufficiency, and strengthen communities. To accomplish this, IHCDA will:

- Pursue innovation in all programs and services;
- Provide thought leadership;
- Emphasize continued quality of services; and
- Continuously improve program management practices and partnership building.

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, but are not limited to, investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include, but are not limited to, community development corporations, community action agencies, and not-for-profit developers.

ABOUT THE INDIANA FORECLOSURE PREVENTION NETWORK

The Indiana Foreclosure Prevention Network (“IFPN”) is a statewide multi-agency collaboration, committed to actively addressing Indiana’s foreclosure crisis through a variety of methods. The Indiana Housing and Community Development Authority (IHCDA) created the Indiana Foreclosure Prevention Network (IFPN) in 2007 to address Indiana’s overwhelming foreclosure problem. Each year, IFPN adds to its toolkit of resources to help Indiana overcome the devastating impact of foreclosure on Hoosier households and communities. IHCDA, through IFPN, has leveraged state and federal funding to grow numerous partnerships to address the foreclosure crisis. IFPN continues to serve Hoosiers through its helpline and partner website which connect troubled borrowers to housing counselors.

3. SCOPE OF SERVICES

I. Overview of Services and Responsibilities

The primary duty of the IFPN Housing Counseling Agencies (each, a “Housing Counseling Agency” or “HCA”) is to provide trained, knowledgeable counselors who possess good communication and organizational skills along with technical expertise in the areas of consumer credit and budget counseling, debt management and foreclosure mitigation counseling to work with Indiana homeowner households (“Clients”) who are experiencing severe financial challenges and potential foreclosure on their homes. Housing Counseling Agencies will be responsible for providing Services for homeowners located in all 92 Indiana counties.

II. Specific Services and Responsibilities

- A. Identify borrowers who are facing foreclosure
- B. Work directly with Clients and their lenders to review the qualifications so as to customize a solution for each Client
- C. Maintain electronic records (through IHCDA-designated web-based software system) on IFPN Clients;
- D. Serve as the Client’s primary point of contact and provide follow-up monitoring for a period of six months after the last counseling session.

Note: IHCDA anticipates more than 1000 homeowners will request and require counseling through IFPN each year. However, IHCDA cannot guarantee this level of demand.

III. Payment for Services

IFPN allows for payment(s) to Housing Counseling Agencies per Client referral. Payment will be as follows:

1. Attempted but Failed Contact fee of \$50 per Client. The HCA must make three attempts to contact the Client. The first contact attempt should be made as soon as possible following the assignment of a file. The following two contact attempts must be made within five days of the first attempt. After two days of not receiving any communication from the Client after the third contact attempt, the HCA must issue an "Unable to Reach" letter to the Client. This letter must include the HCA's contact information and offer the Client the option to contact the HCA. Letters may be sent via email or standard mail.
2. Successful Contact fee of \$50 per Client. The HCA must confirm Client name and address, basic demographic information, lender and loan information, and reason for delinquency. The HCA must provide the IFPN Intake Packet which includes the IFPN Notice and Release, Privacy Policy and Authorizaton forms.
3. Counseling fee of \$350 per Client. Counseling should include, but is not limited to, the following:
 - a. Draft and submit hardship letter to servicer or lender that describes the Client's situation, reason for delinquency, factors that should be considered when developing a workout plan, and an estimate of the housing cost the Client can afford to pay. HCA must keep on file a copy of receipt of the delivery of communication as evidence that this was submitted to servicer.
 - b. Document contact with the servicer or lender via FAX, email, or standard mail. If a workout is possible, fill out and submit forms required by the servicer to move forward

with a workout plan, loan modification or other available program and maintain proof in the Client file that these requests were submitted.

- c. Complete and submit application for local resource options, including refinance programs or rescue funds and document the referral was completed.
 - d. Assist in situations where Client elects to pursue sale options and document the communication with industry partners and the assistance that was provided. A referral list of realtors for a short sale, or other sale options, must include at least three realtors and the Client's signature stating they received the list. This signed referral list should be retained in the file. Please note that referring a Client back to the servicer/lender is not considered a referral.
 - e. Collecting and transmitting documentation required for refinance or modification decisions. HCA should keep on file a copy of the receipt of delivery as evidence that this was submitted to the servicer.
4. Post Counseling fee of \$50. The HCA follows up with the Client six months after their IFPN file is closed and successfully documents the Client's current housing situation.
 5. Service Innovation and Implementation - Incentive payment of up to \$15,000 – Each HCA will develop an innovative plan to improve counseling services and accompanying outcomes within their practice. Payment will be provided during year one of the executed contract. HCAs operating as part of the IFPN will receive this innovation incentive according to an approved innovation proposal and timeframe.

IV. Sources of Funds

Funding for the financial support of these IFPN Housing Counseling activities comes directly from IHCDA. It does not include other federal, state, or organizational appropriated funds.

Housing Counseling Agencies are prohibited from receiving payment under this Contract for any counseling activities for which it has billed, is planning to bill, or has received payment from the U.S. Department of Housing or Urban Development (“HUD”) or any other agency. Accordingly, any such expenses shall be deemed “ineligible”.

4. RFQ TENTATIVE TIMELINE

Friday, October 25, 2024

Solicitation and Publication of RFQ

Friday, November 22, 2024 -5:00 p.m. EDT

Deadline for Proposal Submission

Friday, December 6, 2024

Notification of Tentative IHCDA Selections

Thursday, December 19, 2024

Selections Taken to Board for Approval

PART 2

RFQ PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by a selection committee consisting of staff from IHCDA. Respondent must be responsive and responsible as described in Sections 2 and 3 below. Selection is at the sole discretion of the selection committee. Award recommendations will be taken to the IHCDA Board of Directors meeting on December 19, 2024, for final approval.

2. MINIMUM REQUIREMENTS

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

Credentials

Must have HUD Housing Counseling certification or be an affiliate of a HUD certified agency.

Experience

Preference is given to respondents with previous experience with IFPN, HHF, and HAF Programs.

Technical Ability

Must be able to track funding sources associated with this RFQ separately.

Nonprofit Status

Preference is given to nonprofit organizations recognized as tax exempt under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, public housing agencies, and units of local government.

Financial Capacity

Respondent must demonstrate financial capacity to administer the program through the complete submission of 2023 financial statements and 2024 year-to-date balance sheet, income statements, and cash flow statements.

Commitment

Respondent must agree to commit to attending all future meetings and trainings of IFPN and must enter into an agreement outlining these terms,

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 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 registered with 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.

Note: 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 RFQ, and the respondent shall be advised of the reasons for the determination.

4. QUALIFICATIONS EVALUATION AND SCORING CRITERIA

The following are the considerations in the selection process. Up to 100 points are available in this scoring system.

1. Compliance with requirements of this RFQ – 20 Points
2. An assessment of the Respondent’s ability to deliver the indicated service in accordance with the specifications set out in the RFQ – 15 Points
3. Experience and certification of the Respondent – 20 Points
4. Respondent’s past performance with IFPN, HHF, and HAF, other IHCD grants and programs, or other similar programs – 20 Points
5. Demonstrated understanding of IFPN and proposed strategy for management -15 Points
6. Nonprofit status or government organization - 10 points

5. RFQ SUBMISSION ITEMS

1. Respondent must submit a complete response to the requirements below, as mentioned in Section 2 of Parts 2 and 3 - Minimum Requirements and Responsible Respondent Requirements”. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFQ.
2. Name, address, phone number, fax number, email address, and brief description of firm (1 page)
3. Résumés of key personnel to be assigned to this project, highlighting skills, abilities, and knowledge relating to the delivery of the proposed services, including Organizational Chart (1-3 pages).
4. A narrative of the firm’s skills, abilities, and knowledge relating to the delivery of the proposed services (1 page)
5. Two or more agency/organization references (1 page each). The references must deal directly with the organization’s delivery of housing counseling services.
6. Description of services provided to or for IHCD within the past five years (1-2 pages)
7. Proof of HUD Housing Counseling certification or affiliation with HUD certified agency
8. Copy of HUD approved housing plan.
9. Cost of providing services listed in the Scope of Work (1-2 pages). This should be comprehensive and should include all administrative costs and any transaction costs associated with the services.
10. Most recent audited Financial Statements – Income Statement and Balance Sheet and 2024 YTD financial statements
11. Proof of 501(c)(3) Nonprofit status – if applicable

Checklist of Submission Requirements

- Qualifications Coversheet. Qualifications Coversheet (required template included in this RFQ packet).

- Certification of Respondent. Certification of Respondent (required template included in this RFQ packet).
- Not for Profit Status. Verification of 501(c)(3) status, if applicable.
- HUD Certification
- Financial Capacity. Financials for the Respondent, 2023 and 2024.
- Narratives addressing all applicable questions for the following sections:
 - Experience of Respondent organization
 - Readiness to Proceed.
 - Understanding of Program activities
- Third-party References
- Description of Key Staff. Key program staff identification, resumes, narratives, and organizational chart.

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

Responses must be submitted via email. All documents must be submitted in PDF format.

Stephen Enz
Director of Asset Preservation
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
senz@ihcda.in.gov

The deadline for submission is November 22, 2024, at 5:00 PM Eastern Time. Applications that do not contain all required forms/documents as listed in this RFQ may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

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. **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.
- C. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFQ 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.
- 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. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
- A. The RFQ.
 - B. A list of all vendors who received the RFQ.
 - C. The name and address of each respondent.
 - D. The amount of each offer.
 - E. 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.
 - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:

1. trade secrets;
2. manufacturing processes;
3. financial information not otherwise publicly available; or
4. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.

F. **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.

G. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFQ, 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. The decision of the Compliance Attorney is final.

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

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

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

2. RFQ TERMS AND CONDITIONS

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

- A. This RFQ 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 RFQ, including but not limited to: incomplete qualifications and/or qualifications or offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ 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 RFQ.
- 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.

3. QUALIFICATIONS COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

4. CERTIFICATION OF RESPONDENT

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