



REQUEST FOR PROPOSALS

for

Project-Based Housing Choice Vouchers

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: August 28, 2026

RESPONSE DEADLINE: September 11, 2026

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PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority is seeking to select **existing housing** projects to receive Project Based Voucher (PBV) Housing Assistance Payment (HAP) contracts to provide rental assistance for eligible households. **“Existing housing”** means that the project has already placed-in-service (i.e., has received its certificate of occupancy) as of the RFP response deadline and is able to pass an inspection using the National Standards for the Physical Inspection of Real Estate (“NSPIRE”) standards.

Projects selected through this initiative must meet one of the two eligible project types / serve the eligible populations defined in Part 1.4 of this RFP.

IHCDA will award a maximum of 80 Project Based Vouchers through this RFP. The actual amount awarded may be less depending on the quantity and quality of responses received, and final confirmation of voucher availability.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

VISION

IHCDA’s vision is that each and every Hoosier feels at home in their community.

MISSION

IHCDA’s mission is to advance opportunity, affordability, and stability in housing. IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that uses its financing to serve low and moderate-income Hoosiers. IHCDA leverages public and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come.

Our Commitment

We serve our neighbors through our work in housing. Therefore, we:

- Explore new ideas and solutions.
- Celebrate success.
- Communicate with transparency.
- Design our processes and programs with the person in mind.
- Seek to maintain the public’s trust.
- Engage and collaborate with partners.

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.

3. **BACKGROUND**

The PBV program allows Public Housing Agencies (PHAs) that administer a tenant-based Housing Choice Voucher (HCV) program to utilize up to 30% of their voucher program budget authority to attach the funding to specific units through a long-term contract rather than using it for tenant-based assistance. Project Based Vouchers provide rental assistance subsidy to projects and allow the HCV program to target resources to house individuals that the program could not otherwise successfully serve.

As described in its HCV Administrative Plan, IHCD may award PBV to projects selected through a competitive Request for Proposals.

4. **SCOPE OF SERVICES**

The Respondent may request PBV for some or all the units in a project. Only specifically eligible projects may apply for PBV under this RFP, as defined in the Eligible Project Options below. If selected for PBV, the term of the HAP Contract will be determined on a case-by-case basis, but in no case will exceed 20 years.

All households served in PBV units must have a gross household income at or below 50% of Area Median Income (“AMI”) at time of move-in and must meet all other PBV eligibility requirements as defined by HUD regulations and IHCD’s Housing Choice Voucher Administrative Plan. Policies and procedures for the PBV Program can be found in the manuals and training materials available on [IHCD’s PBV webpage](#), as amended from time to time.

If a proposed project falls within a municipality in which a local housing authority is located or within a municipality contiguous to a municipality in which a local housing authority is located, then a letter must be submitted to IHCD from the local housing authority operating in that location which states the local public housing authority cannot provide the vouchers and that IHCD is allowed to administer PBV within the jurisdiction in accordance with the IHCD Administrative Plan. Upon signing the HAP contract, a formal MOU with the local Housing Authority will be required, if not already in place with the local PHA. A map of IHCD’s HCV program coverage area can be found here on the [program webpage](#).

Funding is contingent upon approval from IHCD’s Board of Directors and availability of vouchers. Prior to execution of the HAP Contract, IHCD must conduct an inspection of the project using the National Standards for the Physical Inspection of Real Estate (NSPIRE) inspection standards. Any issues identified during the inspection must be remedied prior to contract execution.

Eligible Project Options:

Only existing housing projects meeting one of the following options are eligible for consideration under this RFP. “**Existing housing**” means that the project has already placed-in-service (i.e., has received its certificate of occupancy) as of the RFP response deadline and is able to pass an inspection using the National Standards for the Physical Inspection of Real Estate (“NSPIRE”) standards.

- **OPTION 1:** Projects that were funded under IHCD’s “Development of Rental Housing for Youth Aging Out of Foster Care” RFP from 2023 and are housing youth aging out of foster care. For Option 1 projects, IHCD will execute HAP contracts in October 2026, subject to passing an NSPIRE inspection.
- **OPTION 2:** Projects serving single parents pursuing post-secondary education and their children. For Option 2 projects, IHCD will execute HAP contracts in January 2027, subject to passing an NSPIRE inspection.

5. RFP TENTATIVE TIMELINE

August 28, 2026	RFP released to the general public
September 4, 2026	Respondent questions regarding RFP must be submitted by 5:00 p.m. Eastern Time to Matt Rayburn, via mrayburn@ihcda.in.gov
September 11, 2026	Responses due to IHCDA by 5:00 p.m. Eastern Time
September 24, 2026	Announcement of selected Respondents

PART 2

RFP PROCESS

1. SELECTION PROCESS

Evaluation of all responses will be completed by IHCD staff. Respondent must be responsive and responsible as described in Sections 2 and 3 below. Selection is at the sole discretion of IHCD.

2. MINIMUM REQUIREMENTS

Complete Compliant Proposal

Respondent must submit a complete proposal/response which addresses all applicable questions enumerated in Section 4 and includes the submission and receipt by IHCD of all items enumerated in Section 6 of this Request for Proposals.

Financial Capacity

Respondent must demonstrate financial capacity to administer the program through the complete submission of 2024 and 2025 financial statements and 2026 year-to-date balance sheet, income statements, and cash flow statements. IHCD, in its discretion, may request additional financial information including project financials.

Local PHA Authorization

If the development is located within a municipality in which a local housing authority is located or within a municipality contiguous to a municipality in which a local housing authority is located, Respondent must submit a letter to IHCD from the local housing authority operating in that location. The letter must state that the local public housing authority cannot provide the vouchers and that IHCD is allowed to administer the project based program within the jurisdiction in accordance with the IHCD Administrative Plan. A map of IHCD's HCV program coverage area can be found on the [program webpage](#).

Commitment

Respondent must agree to commit to attending all future meetings and trainings, must enter into an agreement outlining these terms, and must comply with all PBV regulations, as applicable, if selected.

3. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCD 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 IHCD;
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 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. 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. EVALUATION CRITERIA

Respondents may not submit more than one response per category of this RFP.

The following will be the primary considerations in the selection process:

1. Satisfaction of Threshold Criteria: Respondent must meet each requirement enumerated in Part 2 Section 2 “Minimum Requirements” and Part 2 Section 3 “Responsible Respondent Requirements” to receive continued consideration in the selection process.
2. Project Information & Relevant Experience of the Respondent: Respondent must submit the following:
 - a. Completed copy of IHCD Form O1: Request for Project Based Vouchers. Use the August 2026 Revision of the form, available [here](#).
 - b. Copies of all supporting documents listed under the Required Attachments of Form O1 (see last page of Form O1 for list).
3. Description of Key Staff: Please identify key staff for the owner entity, property management, and service provider. For each lead person, provide a current resume. In addition, provide a narrative, not to exceed 1 page, describing the current on site staff (including management, maintenance, and services personnel), and the average number of hours each person is on site per week.
4. Past Award Performance: Past award performance, including history of complying with federal, state and local guidelines; meeting benchmarks; and quality of work performed and services provided will be considered. Any entity currently suspended or debarred by or in default with IHCD will be disqualified. *Applicants are not required to submit documentation to attest to past award performance. IHCD will review internal information regarding previous awards to evaluate Respondent’s past award performance, if applicable.*

5. APPLICATION SCORING CRITERIA

Evaluation of all proposals will be completed by a selection committee consisting of staff from IHCD. All selection is at the sole discretion of the selection committee.

Responses will be scored according to the points system described in this section. Up to 50 points are available to all respondents. Applications which fail the threshold review will not be scored.

Threshold Criteria:

- Financial capacity to administer the program, including the provision of required documentation
- Local PHA letter (if applicable)
- Complete compliant proposal meeting all requirements listed in Part 2 Sections 2 and 3 of this RFP
- Submission of all items listed Part 2 Sections 4 and 6 of this RFP
- Project must meet one of the two project eligibility requirements defined in Part 1 Section 4 of this RFP

Scored Criteria:

1. Relevant experience of the Respondent (10 points)
 - a. Experience owning and managing affordable housing projects

- b. Experience administering Project Based Vouchers or other rental assistance programs.
 - c. Experience providing and/or collaborating with service providers to provide supportive services.
- 2. Project Concept & Readiness to Proceed (20 points)
 - a. Justification of the need for Project Based Vouchers
 - b. Proposed project concept and population to be served
- 3. Description of Key Staff (10 points)
 - a. Resume for lead staff
 - b. Narrative describing the current on site staff (including management, maintenance, and services personnel), and the average number of hours each person is on site per week.
- 4. Past Award Performance (10 points)
 - a. History of meeting benchmarks and providing timely and quality reports
 - b. Quality of work performed and services provided
 - c. Full expenditure of funds

6. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. Each of these requirements are described more fully in **Sections 2 and 4 of Part 2 of this RFP**. Therefore, Respondent must review **Sections 2 and 4 of Part 2 of this RFP** very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Respondent located at the end of this RFP Document.

Checklist of Submission Requirements

- Qualifications Coversheet. Qualifications Coversheet (required template included in this RFP packet).
- Certification of Respondent. Certification of Respondent (required template included in this RFP packet).
- Financial Capacity. 2024 and 2025 year-end and 2026 year-to-date financials for the lead applicant, as described in Part 2 Section 2.
- Local PHA letter (if applicable)
- [IHCD Form O1: Request for Project Based Vouchers](#)
- All supporting documents listed on the Required Documents page of IHCD Form O1
- Description of Key Staff. Key program staff identification, resumes, and narrative

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

Responses must be submitted via email. All documents must be submitted as a PDF.

Matt Rayburn
 Deputy Executive Director & Chief Real Estate Development Officer
 Indiana Housing and Community Development Authority
 30 South Meridian, Suite 900
 Indianapolis, IN 46204
mrayburn@ihcda.in.gov

The deadline for submission is September 11, 2026, at 5:00 PM Eastern Time. Applications that miss the submission deadline and/or do not contain all required forms/documents as listed in this RFP 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 RFP shall be paid by IHCD 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 IHCD 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. **CERTAIN FOREIGN ADVERSARIES.** By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:
- Are not considered a “prohibited person” that is designated as posing a national security threat to the integrity of communications networks or the communications supply chain under 47 CFR 54.9.
 - Are not listed in Section 889 of the 2019 National Defense Authorization Act;
 - Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
 - Are not owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce’s (USDOC) foreign adversaries list under 15 C.F.R. 791.4;
 - Are not included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury’s Office of Foreign Asset Control (OFAC); and
 - Will not enter into a new contract, contract amendment, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria, unless the agency can demonstrate the necessity to do so as outlined in Indiana Executive Order 25-64, paragraph 5.
- E. **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 such data, material and information gathered, based upon or disclosed to the Respondent for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of IHCD. The Respondent further agrees that:
- The parties acknowledge that the services to be performed by the Respondent for IHCD under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other Personally Identifiable Information maintained by or on behalf of IHCD in its computer system or other records. Personally Identifiable

Information (“PII”) means personal information as collectively defined in IC-4-1-6-1 and IC 4-1-11-2 and under the National Institute of Standards and Technology (“NIST”) Special Publication 800-122, regardless of form (oral, written, electronic, or otherwise.).

- b. Respondent will not use or disclose PII except as expressly permitted by this Contract or as required by law.
- c. If (1) Any event that may impact the security of records containing PII or may involve the unauthorized disclosure or acquisition of PII in Respondent’s safekeeping or as otherwise being used by Respondent in Respondent’s performance of this Contract (“Data Incident”) occurs; or (2) Respondent suspects a Data Incident may have occurred, Respondent must email dataincident@ihcda.in.gov and notify persons listed in Section 34 of this Contract of the Data Incident within twenty-four (24) hours of when Respondent discovered or reasonably should have discovered the Data Incident.
- d. 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 PII or Social Security number(s) is/are disclosed by the Respondent, the 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.

F. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS.** Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.

Additionally, if this RFP is related to software, Respondent agrees that IHCDA owns all of the data that it imports, populates or otherwise adds into the Respondent’s software. Therefore, upon the expiration or termination of any contract that Respondent enters into with IHCDA pursuant to this RFP, the Respondent must export IHCDA’s data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

G. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:

- A. The RFP.
- B. A list of all vendors who received the RFP.
- C. The name and address of each respondent.
- D. The amount of each offer.
- E. A record showing the following:
 - a. The name of the successful respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.
- F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;

- b. manufacturing processes;
- c. financial information not otherwise publicly available; or
- d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

- H. **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 IHCD of any such actions.
- I. **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. IHCD will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD, should IHCD select respondent. Further, IHCD 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.
- J. **NONDISCRIMINATION.** Pursuant to the Indiana Civil Rights Law, specifically IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Respondent covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The Respondent will certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

Respondent does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Respondent's workforce.

- K. **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 IHCDCA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following concepts reflected in the federal regulations listed below:

- A. 24 CFR 92.209, Tenant-based rental assistance: Eligible costs and requirements.
- B. 24 CFR 5.703 National Standards for the Physical Inspection of Real Estate (NSPIRE).
- C. 24 CFR 5.609 and 24 CFR 5.611(a), Income calculations.
- D. 24 CFR 92.253 (a) and (b), Tenant protections (Lease and Prohibited Lease Provisions)
- E. EO 13166, signed on August 11, 2000, directs all federal agencies, including the Department of Housing and Urban Development (HUD), to work to ensure that programs receiving federal financial assistance provide meaningful access to Limited English Proficient (“LEP”) persons.
- F. The Violence Against Women Act (VAWA) requirements as modified by 24 CFR 92.359 (b) and (c).
- G. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities undertaken using this program. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings.
- H. 31 U.S.C. 1352, Byrd Anti-Lobbying Amendment. 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.
- I. Applicable Portions of 2 CFR 200, Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards, which includes but is not limited to the following requirements:
 - i. 2 CFR 200.501, Audit requirements.
 - ii. 2 CFR 200.113, Mandatory Disclosures.
 - iii. 2 CFR, 200.62, Internal Controls.
 - iv. 2 CFR 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
 - v. 2 CFR, 200.318, General Procurement Standards and Conflict of Interests. 2 CFR 200.322, Domestic Preferences for Procurements.

- vi. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.
- J. 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).
- K. Debarment and Suspension (Executive Orders 12549 and 12689)—Certain awards (see 2 CFR 180) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 proposals but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCD A expressly reserves the right to modify or withdraw this request at any time, whether before or after any proposals have been submitted or received.
- C. IHCD A 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 proposals and/or proposals or offering alternate or non-requested services.
- D. IHCD A 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, IHCD A 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 IHCD A 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 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. IHCD A reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCD A upon submission and will not be returned to the Respondent.
- K. IHCD A 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 IHCD A will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCD A. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.

A copy of IHCD A'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 IHCD A's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.

4. 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

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in this proposal 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: _____