



REQUEST FOR PROPOSALS

for

Multifamily Broker for Qualified Contract Process

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 30, 2024

RESPONSE DEADLINE: November 27, 2024



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PHONE 317 232 7777 **TOLL FREE** 800 872 0371 **WEB** www.in.gov/ihcda

EQUAL OPPORTUNITY EMPLOYER AND HOUSING AGENCY

State of Indiana
Lieutenant Governor
Suzanne Crouch



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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 (“IHCDA”) seeks to contract with an independent contractor to serve as the agency’s multifamily broker for Low Income Housing Tax Credit (“LIHTC”) properties going through the Qualified Contract process, as detailed in the Scope of Services below.

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.

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. SCOPE OF SERVICES

IHCDA’s Real Estate Department allocates and monitors the LIHTC program for the State of Indiana. The LIHTC program is a federal program to support the construction and rehabilitation of affordable rental housing. Developments receiving tax credits are subject to a minimum 30-year “extended use period” during which program compliance must be maintained.

After the completion of the first 15 years (the “compliance period”), the property owner can request to be removed from program restrictions through the Qualified Contract process. Through this process, the property owner authorizes the state housing finance

agency to attempt to find a buyer that is willing to keep the property subject to program requirements. The buyer must purchase the property at a determined “Qualified Contract Price” per Internal Revenue Code.

Because the Qualified Contract Price calculation often greatly exceeds the fair market value of the property, it may not be feasible for IHCDA to even attempt to find a buyer. Alternatively, if it is deemed feasible to find a buyer, IHCDA is not in the business of selling properties. Therefore, in order to meet its Qualified Contract obligations, IHCDA engages a multifamily broker.

In consultation with IHCDA, the broker will be responsible for assisting in the Qualified Contract process in the following ways:

- a. Review documentation submitted by IHCDA for properties going through the Qualified Contract process. Documentation includes but is not limited to: a CPA’s third-party calculation of the Qualified Contract price calculation, deed restrictions applicable to the property, narratives and photos describing the condition of the property, property financials, and occupancy reports.
- b. Prepare a report that provides a recommendation to IHCDA as to whether it is feasible to list the property for sale based upon an evaluation of the market conditions versus the code required Qualified Contract Price.
- c. If a recommendation is made to list the property, serve as the multifamily broker on behalf of IHCDA and the property owner.

4. RFP TIMELINE

October 30, 2024	RFP released
November 22, 2024	Deadline to submit written questions to IHCDA
November 27, 2024	Responses due by 5:00 PM Eastern Time
December 2024	Announcement of selected Respondents

PART 2: RFP PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondent must be a licensed broker in Indiana.

Complete Compliant Proposal

Respondent must submit a complete proposal which addresses all applicable questions enumerated in Part 2 Section 4 and includes the submission and receipt by IHCDA of all items enumerated in Part 2 Section 6 of this RFP.

Past Contract Performance (if applicable)

Past contract performance, including history of complying with federal, state and local guidelines, meeting benchmarks, and quality of work performed will be considered. Applicants are not required to submit documentation to attest to past contract performance. IHCDA will review documentation from previous contracts to evaluate Respondent's past contract performance, if applicable.

Any entity currently suspended or debarred by or in default with IHCDA will be disqualified.

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. If it is an entity described in IC Title 23, it must be registered, and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and

9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended or debarred.

If a Respondent 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

The following factors will be IHCDA's primary consideration 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" and must submit all documentation listed in Part 2 Section 6 "Submission Items" to receive consideration in the selection process.
2. Key Staff: Identify the key staff members who will conduct broker services under this contract, if selected.
 - a. For each staff member identified, provide a current resume
 - b. For each staff member, provide a brief narrative (no more than 1 page each) describing why this person was selected and their anticipated role in this contract.
3. Experience of Respondent: Submit a narrative (not to exceed 5 pages) describing the respondent's relevant experience in providing multifamily broker services. The narrative must include the following information:
 - Firm history
 - Description of services/products offered by the firm
 - Description demonstrating knowledge of affordable housing market in Indiana
 - Explanation of the firm's knowledge of and experience with the LIHTC program and the Qualified Contract process
 - List of 3-5 references from existing or previous clients, including contact information
4. Multifamily Broker Services Proposal: Submit a narrative (not to exceed 5 pages) describing the overall proposal on how the Respondent will provide the services outlined in the Scope of Services in Part 1 Section 3 of this RFP. Respondent must include the following information:
 - Methodology to be used to conduct analysis and determine whether a property should be listed.
 - Explanation of how the broker will interact with the property owner and IHCDA throughout the process.
 - Explanation of process used to list the property and attempt to find a buyer, if the decision is made to list.
 - Attach a sample report showing the type of information that will be provided to IHCDA at the conclusion of a review.

5. Pricing Proposal: Submit a narrative (not to exceed 2 pages) identifying a proposed fee structure.
 - The fee may be proposed as either a flat per project fee or an hourly rate. If proposing an hourly rate, Respondent must estimate the average number of hours to be spent per review.
 - The proposed fee structure must include a fee for each of the following tasks: (1) conducting the initial review and providing a recommendation report, and (2) listing the property for sale, if applicable as determined by price feasibility.

5. SCORING

Proposals will be scored according to the point system described in this section. Proposals which fail minimum threshold criteria will not be scored.

Scoring Criteria: Maximum 50 points. The following criteria are further defined in Part 2 Section 4 above.

1. Capacity of Respondent (20 points total)
 - a. Key Staff (10 points)
 - b. Experience of Respondent (10 points)
2. Multifamily Broker Services Proposal (20 points total)
3. Pricing Proposal (10 points)

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 more fully described in **Part 2 Sections 2, 4, and 5 of this RFP**. Therefore, Respondent must review Sections 2, 4, and 5 of Part 2 of this RFP carefully before submitting its response. The Respondent must also submit the Proposal Coversheet and the Certification of Company using the templates located at the end of this RFP document.

Checklist of Submission Requirements:

- A. Proposal Coversheet. Qualifications Coversheet (required template included at end of this RFP packet).
- B. Certification of Respondent. Certification of Respondent (required template included at end of this RFP packet).
- C. Proof firm is a licensed multifamily broker
- D. Key Staff. Identification of key program staff including resumes and narratives.
- E. Narratives addressing all applicable questions in Part 2 Section 4 of this RFP:
 - Experience of Respondent (not to exceed 5 pages)
 - Multifamily Broker Services Proposal (not to exceed 5 pages)
 - Pricing Proposal (not to exceed 2 pages)
- F. Sample Materials. Provide a sample report showing the type of information that will be provided to IHCDCA at the conclusion of a review as the broker's recommendation.

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

Written questions regarding this RFP will be accepted until 5:00 PM Eastern Time on November 22, 2024. All questions must be submitted to Matt Rayburn, Deputy Executive Director & Chief Real Estate Development Officer via mrayburn@ihcda.in.gov.

Responses must be submitted via email to the contact below. All documents must be in PDF format.

Matt Rayburn
Deputy Executive Director & Chief Real Estate Development Officer
Indiana Housing and Community Development Authority
mrayburn@ihcda.in.gov

The deadline for submission is November 27, 2024 at 5:00 PM Eastern Time. Applications that 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. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- C. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- D. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. **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
- 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 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.
- 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. 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 entities, 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 Respondents whose RFP responses appear to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, Respondent's application efforts are judged to be ineffective, IHCDA may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDA to provide insurance
 - b. Any provision requiring IHCDA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDA to pay any taxes
 - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal

PROPOSAL COVERSHEET

Name of Individual, Firm, or Business:

Address: _____

Phone Number:

Website Address:

Qualification Contact Person:

Contact

Title: _____

—

Contact Phone:

Contact E-mail

Address: _____

Contract Signatory Authority

Name: _____

Signatory

Title: _____

Signature: _____

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

CERTIFICATION OF RESPONDENT

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

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

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

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____