

**REQUEST FOR PROPOSALS**

**For**

**Coordination with the Indiana Housing and Community Development Authority and the Indiana Balance of State Continuum of Care to implement a qualitative/quantitative statewide Youth and Young Adult (YYA) needs assessment.**

**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 2, 2025**  
**RESPONSE DEADLINE: June 16, 2025, 5:00 PM EST**

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**PART 1****SCOPE OF THIS REQUEST****1. PURPOSE OF THIS REQUEST FOR PROPOSAL (“RFP”)**

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with a consultant to conduct a qualitative and quantitative homeless youth statewide needs assessment. This initiative is in response to the BoS CoC 2023-2025 strategic plan to empower people with lived experience and to address the needs of underrepresented Hoosiers: in this case, youth and young adults (YYA).

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

**MISSION**

The Indiana Housing and Community Development Authority (“IHCDA”) provides housing opportunities, promotes self-sufficiency, and strengthens communities. To accomplish this we 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.

**3. SCOPE OF SERVICES**

The primary goal of this study is to develop and conduct a qualitative and quantitative statewide homeless youth needs assessment that identifies factors that put young people most at risk of

housing insecurity and homelessness. This study will include information specific to Marion County and the City of South Bend, both of whom are identified partners particularly interested in examining youth homelessness in their region. This needs assessment is funded from the Youth Homelessness Systems Improvement grant, awarded to IHCDA in June 2024.

Components of the methodology must include:

1. Environmental scan of academic research and/or existing Indiana community studies of youth and young adults ("YYA") experiencing homelessness to contextualize the findings of the studies
2. An analysis of national census, state level large-scale data sets (e.g. Indiana Department of Education, (IDOE), Department of Child Services (DCS), Criminal Justice, Indiana Department of Health (IDOH), and other relevant data regarding YYA who are at most risk of housing insecurity and/or homelessness and the effects of economic status on housing stability, and other relevant factors that impact the risk of homelessness.
3. Qualitative focus groups of service providers and YYA subpopulations in Indiana to gain further insights on the research questions, ensuring that the research complies with regulations, meets ethical standards, and protects the rights and welfare of participants.
4. A review of system or relevant programmatic data that project partners are able to share with researchers.

Deliverables must include:

1. Regularly communicate with IHCDA staff regarding direction, approvals, deliverables, and project management including timelines by presenting and discussing in-depth findings, barriers, and recommendations throughout the process with in-depth conclusions at the end of the project.
2. Monthly engagement with Needs assessment working group regarding concerns/issues, needs indicators/data, mechanisms for collecting information, and feedback on the entire process. In lieu of RFP delays, Youth Program Manager has assembled this group and has convened twice in 2025. This group consists of community partners, some of whom contributed to the grant application. Once the contractor is hired, they will take charge of running these meetings, in ongoing collaboration with Youth Program Manager, with agenda and meeting notes recorded in the Teams channel.
3. Comprehensive marketing and communication plans to include prospective earned media around youth homelessness issues that raise awareness of opportunities for future growth statewide and regionally with key messaging for use by IHCDA and partners.
4. Preliminary report draft(s) submitted for review by the Needs Assessment Working Group and approval by IHCDA staff.
5. Presentation of initial findings at the Statewide Youth Symposium in Summer 2026
6. Visually appealing final report including executive summary and citations, using easy-to-understand language and graphics for widespread distribution that summarizes both the quantitative and qualitative studies and identifies barriers, challenges, needs, opportunities, and solutions in addressing YYA homelessness in Indiana.
7. Two-to-four (2-4) page executive summary highlights key methods, findings and graphics from the study.
8. Train-the-trainer slide decks, accompanying material, and presenters' toolkit for IHCDA staff to present in person at conferences and webinars.
9. Final statewide findings during a single presentation to IHCDA, the Indiana Balance of State Continuum of Care Board of Directors, the Indianapolis Continuum of Care Board of Directors, and other stakeholders.
10. At least two (2) custom presentations for Marion County and City of South Bend and three (3) regional presentations for south, central, and north regions in Indiana.
11. CoSnduct a recorded webinar that provides an overview of the study and its findings specifically for the CoC Membership(s)

#### **4. RFP TIMELINE**

June 2, 2025	RFP released to the general public.
June 16, 2025	RFP responses are due to IHCDA by 5:00 p.m. EST
June 30, 2025	Selected vendor will be notified by 5:00 p.m. EST
July 7, 2025	Contract details finalized
July 14, 2025	Contract start date
April 2027	Contract end date

#### **5. TENTATIVE PROJECT TIMELINE**

1. Contract begins – July 14, 2025
2. Meetings and development of final data collection plan – July-November 2025
3. Quantitative Data collection and Qualitative Research – November 2025-April 2026
4. Preliminary report– May 2026
5. Youth Symposium – Summer 2026
6. Final report and collateral material draft for review – October 2026
7. Final report and collateral material with incorporated changes complete – December 2026
8. Sessions with stakeholders – January - March 2027

## 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. MINIMUM REQUIREMENTS/ RESPONSIVE RESPONDENT

Respondent must provide the following information to be deemed responsive to this RFP. Respondent's total proposal should not be no more than 10 pages in length and should use standard margins, line spacing and font size (the 10-page limit does not include samples from past work and resumes of key staff).

#### 3. Technical Proposal:

Respondent must address how it proposes to deliver the services requested in Section 3 of Part 1 of this RFP in the order described in that section. Please include the proposed format for the various described sections and provide sample products demonstrating the respondent's accomplishments in conducting similar research as described in this RFP.

Respondent must also identify any potential challenges to completing the work as presented and recommend strategies to mitigate those challenges.

#### 4. Experience:

Respondent must meet the following minimum requirements to be deemed responsive to this RFP. Respondent must also include a resume or CV for each person who would provide services under the contract, if Respondent, is selected. Respondent should indicate whether the person is an employee of Respondent or a subcontractor.

#### Qualifications and Experience

- Key project personnel must have at least 5 years of experience in data collection / evaluation
- Key project personnel must have experience with mixed-methods evaluation design
- Key project personnel must have degree or certification in relevant field
- The Respondent must also have experience in as many of the following areas as possible:
  - developing and implementing wide-scale studies that include both

- quantitative and qualitative research,
- ensuring that research complies with regulations and ethical standards while protecting the rights and welfare of participants,
- creating a collaborative and detailed oriented approach,
- working with community-based, social service, and/or homelessness programming, preferably youth serving,
- working with governmental systems data and/or non-profit data,
- certified in Human Subjects research.

## **5. Samples of Past Work and References:**

Sample documents should be provided to showcase Respondent's past work. Samples may include: previous needs assessments conducted, collaborative approaches to working with young people, effective communications, organizational skills, barrier navigation, creative problem solving, project management with highlight of other studies initiated and implemented by the Respondent for or in collaboration with a Continuum of Care or similar network, YABs, and projects of a similar nature.

Documents should be provided in PDF format where possible and may include a link to the project. Executive summaries or excerpts of larger works may be appropriate in instances where documents are greater than 30 pages or contain sensitive information.

Please provide at least three (3) references and three (3) samples of work product from past clients. Individual samples should not be greater in length than 30 pages. Each sample should include the: name, mailing address, telephone number, and email address of a contact person who can speak to the Respondent's quality of the work and collaborative approach.

## **6. Cost Proposal:**

Respondent must present its total fee as a not to exceed amount for the services listed herein.

## **7. Fee Schedule:**

**All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Respondent's fee.** Please provide a proposed budget, utilizing the following format.

<b>Category</b>	<b>Deliverable(s)</b>	<b>Budgeted Amount</b>
Total budget for Needs Assessment Contractor		

## **8. QUALIFICATIONS EVALUATION CRITERIA**

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. Demonstrated understanding of assessments on housing insecurity and homelessness and proposed strategy for management
6. Competitive fee

## **9. 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.

## **10. RFP SUBMISSION ITEMS**

Respondent must submit documentation in response to the requirements listed in each category of **Section 2 of Part 2 of the RFP**, entitled "**Respondent's Proposal**". The Respondent must also submit the **Qualifications Coversheet** and the **Certification of Company** located at the end of this RFP.

## **11. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

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

Jeanne Hidalgo  
Youth Program Manager  
Indiana Housing and Community Development  
Authority  
[jhidalgo@ihcda.in.gov](mailto:jhidalgo@ihcda.in.gov)

**The deadline for submission is June 16, at 5:00 PM EST.**

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

## **PART 3                    TERMS AND CONDITIONS**

### **1.            STATE POLICIES**

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 to 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. 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.

**F. 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:
  - i. The name of the successful Respondent.
  - ii. The dollar amount of the offer.
  - iii. 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:
  - i. trade secrets;
  - ii. manufacturing processes;
  - iii. financial information not otherwise publicly available; or

iv. 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.

G. **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.

H. **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.

I. **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. **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.”

B. **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.

C. **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.

**D. 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.

**E. 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).

**F. 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 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.

**G. 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.

**H. Procurement of Recovered Materials.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**J. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- (b) Such consideration means:
  - 1) These business types are included on solicitation lists;
  - 2) These business types are solicited whenever they are deemed eligible as potential sources;
  - 3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
  - 4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
  - 5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**K. § 200.322 Domestic preferences for procurements.**

- a. To the greatest extent practicable under a Federal award, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **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:
  - 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.

**<<TYPE SERVICE>>**

**4. QUALIFICATIONS COVER SHEET**

Name of Individual,  
Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

**QUALIFICATIONS**

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 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:

