



REQUEST FOR PROPOSALS

for

Grants Management Software

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: Monday July 6th, 2026

RESPONSE DEADLINE: Monday August 10th, 2026, 5:00 PM EST



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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 seeks to engage with a contractor to provide a Grants Management System as detailed in the Scope of Services section of this RFP. IHCDA would like to enter into a three (3) year contract with the selected respondent.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The mission of IHCDA 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.

VISION

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

- **Explore new ideas and solutions.**
We cultivate creativity, curiosity, and conversation. We constantly strive for innovation and excellence.
- **Celebrate success.**
We honor individual wins, recognize partners' achievements, and share stories of the people in our programs.
- **Communicate with transparency.**
We are clear, honest, open, and timely in our communication. We understand communication requires both sharing and listening.
- **Design our processes and programs with the person in mind.**
We emphasize accessibility, ease of use, and elimination of obstacles.
- **Seek to maintain the public's trust.**
We understand that trust is earned, not guaranteed. We exhibit accountability, integrity, and good stewardship in all programs and practices.
 - **Engage and collaborate with partners.**
We empower partners to expand their capacity and to leverage their relationships in the community. We provide technical assistance and training to support their success.

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

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

3. SCOPE OF SERVICES

The purpose of this RFP is to solicit proposals for a full ERP grants management system that will allow IHCDA to accomplish its goals of having a single system for the entirety of the grant lifecycle.

IHCDA oversees over 45 separate programs and processes over 5,000 claims each year. IHCDA requires a more robust system that will allow it to reduce the number of handoffs between systems and emails and allow for more streamlined processes to take place.

IHCDA is seeking proposals from qualified vendors to provide a comprehensive, modern Grants Management System (GMS) to replace its aging legacy system. The new system must support the full lifecycle of grant management, including application intake, review, award management, claims processing, monitoring, reporting, and closeout.

The software provider should have extensive expertise in the delivery, configuration, and implementation of grants management software for state or federal government agencies. IHCDA expects to roll out this software using a phased approach with its programs. As each new program year begins, IHCDA wants that program to start in the new system so no program straddles two different systems. The vendor will need to assist IHCDA with getting both internal and external users transitioned to the new system and provide customized training respective to who the targeted audience is.

The selected vendor will provide a complete solution that includes implementation, configuration, training, and ongoing support.

Required System Components

The proposed system must include, at minimum:

1. Web Portal
 - o Public-facing portal for applicants and grantees;
 - o Secure login and user management; and
 - o Role-based access controls.
2. Online Application Module
 - o Configurable application forms for both competitive and non-competitive opportunities;
 - o Document upload capability; and
 - o Workflow for submission, review, and approval.
3. Claims Management Module
 - o Submission and tracking of reimbursement requests;
 - o Review and approval workflows;
 - o Payment tracking and integration capability; and
 - o Communication for claim denial/approval.
4. Reporting Features
 - o Ad hoc reporting for users;
 - o Dashboard and analytics capabilities; and
 - o Export to common formats (Excel, PDF, etc.).
5. Monitoring and Closeout Features
 - o Compliance tracking and monitoring tools;

- o Site visit tracking (if applicable); and
- o Grant closeout workflows and documentation.

4. RFP TIMELINE

July 6th, 2026	RFP released to the general public.
July 20 th , 2026	Respondent questions due to IHCDA. Questions may be submitted via email to Adam Lawson at IHCDAGMS@ihcda.in.gov with the subject line “GMS RFP Questions”
July 27 th , 2026	IHCDA will post questions and answers to IHCDA’s Public Notices webpage based on Respondent questions received via email.
August 10 th , 2026	Respondent must submit proposal by 5:00 p.m. eastern time via email to Adam Lawson at IHCDAGMS@ihcda.in.gov with the subject line “GMS RFP Response”. Response materials should be attached to the email in PDF format.
August 24 th , 2026	Selected respondents will be notified of the day and time for the required presentation.
August 31 st , 2026	Virtual presentations to Authority must be completed (if applicable).
September 14 th , 2026	Vendor is selected.

PART 2 RFP PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondents must meet the following minimum requirements to be deemed responsive to this RFP:

- Be a responsible respondent as set forth in Part 2, Section 4 of this RFP.
- Submit all items required by Part 2, Section 5 of this RFP.
- Meet all other requirements set forth in this RFP.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFP.
2. The Respondent’s ability to deliver the indicated services in accordance with the specifications set out in the RFP.
3. Experience of the Respondent. Additional experience pertaining to the following will be weighed heavily in the selection process.
 - Work with state housing authorities or other state agencies running IHCDA programs;

- Experience implementing grants management systems for public sector organizations with preference given to those that have worked with statewide housing authorities; and
 - Integrations to off the shelf accounting software.
4. Strength of client references.
 5. Demonstrated understanding of grants management and proposed strategy for implementation.
 6. How the respondent will ensure the system is user friendly and protective of sensitive information.
 7. Competitive fee.

IHCDA will score responses according to the following, taking each of the above factors into consideration. Proposals that do not meet the minimum requirements set forth in Section 2 above will not be scored. The scores will be used to select vendors to provide live demonstrations, which will also be scored and added to the proposal’s final total.

Category	Maximum Points for Category
Organization and Key Personal	15
Data System Features	108
Technical Considerations	78
Timelines	10
Budget and Budget Narrative	10
Client References	10
Maximum Points Possible	231

4. 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 and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being 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.

5. RFP SUBMISSION ITEMS

Respondents must submit documentation in response to the requirements listed in each category heading summarized below. All narrative items should be single-spaced and in Times New Roman, 12-point font. The following must be submitted in entirety for a respondent to be considered in the RFP process:

1. Qualifications Cover Sheet (1 page; located at the end of this RFP)
2. Certification Statement (1 page; located at the end of this RFP)
3. Organization Qualifications and Experience Narrative (up to 1 page total)
4. Key Personnel Identification Narrative <ul style="list-style-type: none"> • Up to 1 page per team member • Include only the names/qualifications of the team members who will be directly working on the grants management system
5. Budget and Budget Narrative (Appendix A) <ul style="list-style-type: none"> • Submit the budget charts located in Appendix A • Up to 2 pages for the budget narrative
6. Data System Features Chart (Appendix B) <ul style="list-style-type: none"> • Respondent only needs to check the appropriate boxes in the chart; no additional information/attachments are required for this section.
7. Technical Considerations (Appendix C) <ul style="list-style-type: none"> • Please answer each question in this section
8. Timelines (up to 4 pages total) <ul style="list-style-type: none"> • Customization and System Rollout Timeline • Training and Technical Assistance Timeline
9. Three Client References <ul style="list-style-type: none"> • Two references <u>must</u> be from state or federal agencies currently using your data system.
10. Recorded Reimbursement Claim Demonstration Video (Up to 10 minutes) <ul style="list-style-type: none"> • Provide a secure link to a recorded demonstration covering: <ul style="list-style-type: none"> • the submission of a claim, • the review of a claim, • the denial of a claim and the corresponding communication, • the resubmission of the claim through approval.

The proposal must be submitted in the order listed above and must be submitted as one single/combined PDF document.

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

Written questions regarding this RFP will be accepted no later than 5:00 PM Eastern Time, Monday, July 20th, 2026. All questions must be submitted to Adam Lawson at IHCDAGMS@ihcda.in.gov

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

Adam Lawson
 Director of Operations
 Indiana Housing and Community Development Authority
 30 South Meridian, Suite 900
 Indianapolis, IN 46204
IHCDAGMS@ihcda.in.gov

The deadline for question submission is July 20th, 2026 at 5:00 PM EST.

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

PART 3 TERMS AND CONDITIONS

1. STATE POLICIES

If selected for award, a Respondent must comply with the below requirements as well as the terms of the IHCDA Contract Boilerplate.

- A. **Additional Terms and Conditions Software as a Service Engagements:** If Respondent is awarded a contract for a software as a service, Respondent must comply with the terms set out by Indiana Office of Technology (“IOT”) attached herein as Appendix D and the IOT Risk and Authorization Management Program (“RAMP”) policy.
- B. **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.
- C. **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.
- D. **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.
- E. **CERTAIN FOREIGN ADVERSARIES.** By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:
- a. 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.
 - b. Are not listed in Section 889 of the 2019 National Defense Authorization Act;
 - c. Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
 - d. 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;

- e. 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
- f. 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.

F. **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.

G. **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>. Any exceptions to the Indiana Office of Technology (IOT) policies and requirements must be submitted with the respondent's proposal. Exceptions may be granted or denied at the sole discretion of IHCDA.

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.

H. **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.

- I. **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.
- J. **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.
- 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 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.

- L. **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.

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 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. Any exceptions to the Boilerplate must be submitted with the respondent's proposal. Exceptions may be granted or denied at the sole discretion of IHCDA.**
- 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

3. 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

4. CERTIFICATION OF RESPONDENT

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

Application Checklist

Proposal Submission Items	Check
Qualifications Cover Sheet (1 page total)	
Certification Statement (1 page)	
Document Noting IOT Exceptions <ul style="list-style-type: none"> • If your organization does not have any exceptions to IOT terms and conditions, you do not need to include this. 	
Organization Qualifications and Experience Narrative (1 page total) <ul style="list-style-type: none"> • Times New Roman, 12-point font 	
Key Personnel Identification <ul style="list-style-type: none"> • Up to 1 page per team member • Only the names/qualifications of the team members who will be directly working on Indiana’s EAP data system 	
Data System Features Chart (Appendix B) <ul style="list-style-type: none"> • Respondent only needs to check the appropriate boxes in the chart; no additional information/attachments are required for this section 	
Technical Considerations (Appendix C) <ul style="list-style-type: none"> • Please answer each question in this section • Do not enlarge the textboxes – responses should be detailed but brief 	
Timelines (4 pages total) <ul style="list-style-type: none"> • Customization and System Rollout Timeline • Training and Technical Assistance Timeline 	
Budget and Budget Narrative (Appendix A) <ul style="list-style-type: none"> • Submit the budget chart located in Appendix D <ul style="list-style-type: none"> ○ There should be 2 budget charts submitted <ul style="list-style-type: none"> ▪ The first budget chart should include the total budget for the implementation/start-up cost for the first year of this project ▪ The second budget chart should include any ongoing/annual costs associated with your software after the data system is live for Indiana • Up to 2 pages single-spaced for the budget narrative 	
Three Client References <ul style="list-style-type: none"> • Two references <u>must</u> be from state or federal agencies currently using your data system 	

This checklist is for you to keep track of what we are asking you to submit. The proposal should be submitted in the order listed above. **All proposals should be submitted as one single/combined PDF document.**

There is no need to submit this checklist with the proposal.

APPENDIX A. Budget

Please submit your two budgets using the following tables. If there are additional budget items not listed in this table, please include those as needed.

IHCDA pays contractors within 30 days of an approved invoice and any required documentation. Payment for installation, training, technical assistance, and other professional services is made based on the completion of deliverables; payments are not made prior to the contractor completing the associated deliverable or service. Software hosting, licensing, and maintenance fees may be paid in advance.

The first budget chart submitted should include **all of the start-up costs** associated with configuring and customizing the Great Plains integration of your system for IHCDA.

SERVICE	FEE	HOW FEE IS CALCULATED	PAYABLE	PROCESS	BUDGETED AMOUNT
Briefly describe the service/tasks	\$ Amount per service	Describe how each fee was calculated. Please provide a justification for the cost of each service listed in this table.	Indicate when the service is expected to be paid for (Example: Upon completion of Task 1)	Describe the process for how the payment will be made (Example: Contractor submits invoice, IHCDA pays within X days).	Total \$ Amount Budgeted for this service
Hosting Fee					
Software Licensing/Software Development					
Training					
Maintenance					
Installation					
Professional Services					
Integration to Microsoft GP					
TOTAL					

The second budget chart should include any **ongoing/annual costs associated with your software after the data system is live** for Indiana. Please use the same chart template below for both budgets and label each accordingly when submitting.

SERVICE	FEE	HOW FEE IS CALCULATED	PAYABLE	PROCESS	BUDGETED AMOUNT
Briefly describe the service/tasks	\$ Amount per service	Describe how each fee was calculated. Please provide a justification for the cost of each service listed in this table.	Indicate when the service is expected to be paid for (Example: Upon completion of Task 1)	Describe the process for how the payment will be made (Example: Contractor submits invoice, IHCDA pays within X days).	Total \$ Amount Budgeted for this service
Hosting Fee					
Software Licensing/Software Development					
Training					
Maintenance					
Installation					
Professional Services					
Hourly Support/Helpdesk Rate					
Hourly Rate for Development/Bugs					
TOTAL					

In addition to submitting the above budget table, **please also provide a budget narrative** that explains your cost estimates for the implementation of your software system. The budget narrative should be submitted in Times New Roman, 12-point font, and be no longer than 2 pages single-spaced.

APPENDIX B. Data System Features

The vendor’s proposed data system should contain all of the following capabilities. Please indicate whether your product currently has each feature, if your company is currently building the feature, if you can build our desired features, or if the feature or capability is not possible to build. For each feature, select only one response by filling an X into the checkbox.

Key Grants Management Data System Features	Currently Have	Currently Building	Can Build	Not Possible
System holds grant level data often associated with federal and state grants.				
System contains CRM level info on organizations and contacts.				
System has a budgeting system that can be broken down by various line items.				
System has customizable workflow functionality to drive claims through the review process automatically.				
System has a messaging system to communicate issues/needs to the claim submitter.				
Awards, contracts, or other agreements can have multiple funding sources.				
System can handle negative payment claims for funds coming back in.				
New programs and funding sources can be added to the system by IHCDA.				
System has e-signature capabilities.				
System has integration to federal reporting systems.				
Online application functionality with configurable questions by funding source and program.				
External partners have access to canned reports and/or dashboards.				
External partners have access to dynamic reporting and dashboard capabilities.				
External partners can communicate with IHCDA through the portal with 2 way messaging.				
System offers API’s to accounting software such as Microsoft Great Plains.				
System allows disbursements to be batched by various options, such as program, claim type, payee, or a combination.				

Organization payment info such as bank info or mailing address is stored in the system by program and integrates to the accounting software				
System allows for dynamic mapping connections between the various line items and our accounting software accounts without altering historic information.				
System has an ad hoc/dynamic reporting system.				
System has a wide variety of built in reports with filters and parameters to hone results.				
System allows for dashboards customizable by the user.				
Permission system allows for IHCDA staff to administer permissions internally.				
Permission system allows for partner organization to administer permissions for their organization's users.				
Internal IHCDA admin staff are able to have elevated permissions to function as power users with all permissions and views (internal and external).				
System allows users to have differentiated permissions between view and edit.				
System allows for documentation upload with claims.				
System has a built-in retention schedule that would remove or archive documents after a certain time frame.				
Documentation can be viewed in system without having to download to open.				
Internal admin staff can limit file types uploaded.				
Internal staff can add documentation to claims and other locations.				
System has multifactor authentication functionality.				
System has single sign on functionality.				
Data encryption for personally identifiable information at rest and in transit, meeting IOT GovRAMP standards.				

System has a monitoring module, configurable by funding source and program.				
System has an integration to power BI.				
Letter templates with configurable fields so letters can be autogenerated out of the system by funding source and program.				

APPENDIX C. Technical Considerations

All respondents must provide answers to the following questions in their submission. Separate attachments are required for this section, please clearly label section and question numbers with answers. Responses to each question should be detailed but brief. Finalists will have the opportunity to go into more detail regarding their system capabilities if selected for a virtual software demonstration.

1. Communication and Enhancements Plan

- a. Describe how you would communicate and work with IHCDA on future technology enhancements, fixing bugs, responding to issues with the system, etc. In your response, include information about who IHCDA would work directly with to resolve issues/collaborate on technology enhancements.
- b. Explain how your organization responds to ongoing bug/support needs. What are your SLAs and operating hours for your support team by prioritization levels? Do you have a support/help desk and or ticketing system?
- c. Describe how you will work with IHCDA to address new needs and changes for the system, as well as your communication standards regarding scheduled updates, releases, and maintenance to IHCDA and the other stakeholders using the system.
- d. Describe your process for working with customers on enhancements or requested updates of the system.
- e. If you are still updating and upgrading your product, provide detail on whether system updates are at additional cost, how the functions are communicated, as well as the frequency and timing of such updates. If other customers request enhancements, are those released to all customers? Do you keep code bases separate for different customers or are certain functionalities turned on/off?

2. API and Accounting Capabilities

- a. What is your process for creating a new API? Include a list of any existing API's currently in use by a customer.
- b. What formats can the system handle for imports and exports? What information can be imported?
- c. How does the system handle multiple funding sources? How does the system handle budget category or line-item functionality?

- d. How does your system link data? Describe:
 - i. Any relationships to ensure Unique IDs are accurately captured.
 - ii. How the system handles relationships between tables/queries and what/how key identifiers are used.
- e. Explain how your system allows disbursements to be batched for integration or other transfer to accounting systems.

3. **Security**

- a. What is your Disaster Recovery plan at a high level? Include:
 - i. Information on communicating with IHCDA/customers, timelines, and any fail safes.
 - ii. Whether you or your partners have ever had a breach of information (as that term is defined by the [National Institute of Standards and Technology](#))? If so, please describe what you did to address the situation.
- b. Describe the permission structures and granularity your software has, as well as the granting access process for both internal and external users. Include how password resets and other routine account assistance are performed and/or if there are independent resources for the users.
- c. Describe the system's security functionality for user logins. Include whether multifactor authentication and/or single sign-on are required, for an extra fee, or optional.
- d. Describe the audit history functionality of the system, including whether or what instances the function is permission based. If not all fields include audit history, provide an overview of how fields are selected for audit history. What details are stored for the audit history and for how long? Are these accessible to internal users or would this require IHCDA to contact support?
- e. What routine account maintenance do you provide for end users on a regular basis? Include account setup, passwords reset, data configuration, permissions, and other related items.
- f. Describe your standard native e-signature capabilities, if you have them. Include if you are using a service and methodology for ensuring security. Provide a walkthrough of how the document and signatories are determined and any other functionality involved.

4. **Claim Submission**

- a. What does claim submission look like in your system? Walk us through this process.

- b. How does your system collect data/allow notes? Are internal and external users able to post, view, and interact with notes?
- c. Describe the process from award execution to first claim submission in your system. Include budgeting, approval mechanisms, and setup functions for internal and external users.
- d. Describe the process for setting up new funding sources and programs in your system.

5. Reporting

- a. How are reports managed? Can all users create their own custom reports, internal or external? Can we archive old report templates?
- b. If there is one, please describe the ad hoc/dynamic reporting functionality and report generating process.

6. General System Capabilities

- a. Describe the messaging system to communicate with claim submitters if further information or documentation is needed on a claim, including initiating a message from internal and external users and how the alerts and notifications are setup. Describe any other messaging functionality in your system.
- b. What help functions are embedded to your system for internal and external users? How are they managed and by whom? What formats are available (e.g. FAQs, How-to, Video tutorial)?
- c. Describe your system for duplicate prevention. Include an overview of duplicate management functions for organizations, contacts, awards, and claims.
- d. Are there any other modules or unique system features that you have built that we should know about for the grants management lifecycle (e.g., online application for funding, monitoring module)? What stands out about your software and service compared to competitors?

APPENDIX D. Software as a Service Terms

Additional Terms and Conditions Software as a Service Engagements

DEFINITIONS

Data means all information, whether in oral, written, or electronic form, created by or in any way originating with the State, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or that in any way originated with the State, in the course of using and configuring the Services.

Data Breach means any actual or reasonably suspected unauthorized access to or acquisition of Encrypted Data.

Encrypted Data means Data that is required to be encrypted under the Contract and Statement of Work.

Indiana Office of Technology means the agency established by Ind. Code § 4-13.1-2-1.

Information Security Framework means the State of Indiana's written policy and standards document governing matters affecting security and available at <https://www.in.gov/iot/security/information-security-framework2/>.

Security Incident means any actual or reasonably suspected unauthorized access to the contractor's system, regardless of whether contractor is aware of a Data Breach. A Security Incident may or may not become a Data Breach.

Service(s) means that which is provided to IHCDA by Contractor pursuant to this Contract and the Contractor's obligations under the Contract.

Service Level Agreement means a written agreement between both the State and the Contractor that is subject to the terms and conditions of this Contract. Service Level Agreements should include: (1) the technical service level performance promises (i.e. metrics for performance and intervals for measure); (2) description of service quality; (3) identification of roles and responsibilities; (4) remedies, such as credits; and (5) an explanation of how remedies or credits are calculated and issued.

Statement of Work means the written agreement between IHCDA and the Contractor attached to and incorporated into this Contract.

TERMS

1. Data Ownership: IHCDA owns all rights, title, and interest in the Data. The Contractor shall not access IHCDA user accounts or Data, except: (1) in the normal course of data center operations; (2) in response to Service or technical issues; (3) as required by the express terms of this Contract, applicable Statement of Work, or applicable Service Level Agreement; or (4) at IHCDA's written request.

Contractor shall not collect, access, or use Data except as strictly necessary to provide Service to IHCDA. No information regarding IHCDA's use of the Service may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Contract.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the Contractor

shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:

1. Information Security Framework; and

2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.

b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.

c. The Contractor shall encrypt all Data at rest and in transit. IHCDA may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.

d. At no time shall any Data or processes — that either belong to or are intended for the use of IHCDA — be copied, disclosed, or retained by the contractor or any party related to the Contractor for subsequent use in any transaction that does not include IHCDA.

e. The Contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the Contract.

3. Data Location: Storage of Data at rest shall be located solely in data centers in the United States, and the Contractor shall provide its Services to IHCDA and its end users solely from locations in the United States. The Contractor shall not store Data on portable devices, including personal laptop and desktop computers. The Contractor shall access Data remotely only as required to provide technical support. The Contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Contractor or a Service Level Agreement.

4. Notice Regarding Security Incident or Data Breach:

a. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with IHCDA must be handled on an urgent basis, as part of Contractor's communication and mitigation processes as contained in the Contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

b. Security Incident Reporting Requirements: The Contractor shall report a Security Incident to the IHCDA-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Contract and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

c. Data Breach Reporting Requirements: If a Data Breach occurs, the Contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the IHCDA-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the

Data Breach in a timely manner. Notice requirements may be clarified in the Contract. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this Contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

5. Responsibilities Regarding Data Breach: This section applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the contractor.

a. The Contractor shall: (1) cooperate with the State and IHCDA as reasonably requested by the State or IHCDA to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the IHCDA responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

b. Unless stipulated otherwise in the Statement of Work, if a Data Breach is a result of the Contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by IHCDA, the Contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this Contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

6. Notification of Legal Requests: If the Contractor is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any Data, the Contractor will provide prompt written notice to IHCDA and will cooperate with IHCDA's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that IHCDA may deem necessary.

7. Termination and Suspension of Service:

a. In the event of a termination of the Contract, the Contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The Contractor shall provide to IHCDA any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow IHCDA to extract its Data. Upon confirmation from IHCDA, the Contractor shall securely dispose of the Data.

b. During any period of Service suspension, the Contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.

c. In the event of termination of any Services or Contract in its entirety, the Contractor shall not take any action that results in the erasure of Data until such time as IHCDA provides notice to Contractor of confirmation of successful transmission of all Data to IHCDA or to IHCDA's chosen vendor.

During this period, the Contractor shall make reasonable efforts to facilitate the successful transmission of Data.

The Contractor shall be reimbursed for all phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from the transfer of Data or other information to IHCDA). After such period, the Contractor shall have no obligation to maintain or provide any Data and shall thereafter, unless legally prohibited, delete all Data in its systems or otherwise in its possession or under its control. IHCDA shall be entitled to any post-termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of the Contract or a Service Level Agreement.

d. Upon termination of the Services or the Contract in its entirety, Contractor shall, within 30 days of receipt of IHCDA's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to IHCDA upon completion.

8. Background Checks: The Contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check for each employee involved in provision of Services: (1) upon commencement of the Contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of IHCDA. The Contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing IHCDA's information among the Contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to IHCDA, in its sole opinion, as a result of the background or criminal history investigation, IHCDA, in its sole option shall have the right to either: (1) request immediate replacement of the individual; or (2) immediately terminate the Contract, related Statement of Work, and related Service Level Agreement.

9. Access to Security Logs and Reports: The Contractor shall provide to IHCDA reports on a schedule and in a format specified in the Contract as agreed to by both the Contractor and IHCDA. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs for all Data.

10. Contract Audit: The Contractor shall allow IHCDA to audit conformance to the Contract terms. IHCDA may perform this audit or contract with a third party at its discretion and at IHCDA's expense.

11. Data Center Audit: The Contractor shall perform an annual independent audit of its data center(s) where Data, IHCDA applications, or other IHCDA information is maintained. The Contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to IHCDA. (The Contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit.

IHCDA may perform an annual audit of Contractor's data center(s) where Data, State applications, or other IHCDA information is maintained. The audit may take place onsite or remotely, at IHCDA's discretion. IHCDA shall provide to Contractor thirty (30) days' advance notice prior to the audit. The Contractor will make reasonable efforts to facilitate the audit and will make available to IHCDA members of its staff during the audit. IHCDA may contract with a third party to conduct the audit at its discretion and at IHCDA's expense. If the Contractor maintains Data, IHCDA applications, or other IHCDA information at multiple data centers, IHCDA may perform an annual audit of each data center.

The parties agree that any documents provided to IHCDA under this paragraph shall be deemed a trade secret of Contractor and is deemed administrative or technical information that would jeopardize a record keeping or security

system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

12. Change Control and Advance Notice: The Contractor shall give notice to IHCDA for change management requests. Contractor shall provide notice to IHCDA regarding change management requests that do not constitute an emergency change management request at least two (2) weeks in advance of implementation. Contractor shall provide notice to IHCDA regarding emergency change management requests no more than twenty-four (24) hours after implementation.

Contractor shall make updates and upgrades available to IHCDA at no additional cost when Contractor makes such updates and upgrades generally available to its users. No update, upgrade, or other change to the Service may decrease the Service's functionality, adversely affect IHCDA's use of or access to the Service, or increase the cost of the Service to IHCDA.

13. Security: The Contractor shall, on an annual basis, disclose its non-proprietary system security plans or security processes and technical limitations to IHCDA such that adequate protection and flexibility can be attained between IHCDA and the Contractor. For example: virus checking and port sniffing. IHCDA and the Contractor shall share information sufficient to understand each other's roles and responsibilities. The Contractor shall take into consideration feedback from the Indiana Office of Technology with respect to the Contractor's system security plans.

The parties agree that any documents provided to IHCDA under this paragraph shall be deemed a trade secret of Contractor and is deemed administrative or technical information that would jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce role-based access control, separation of job duties, require commercially-reasonable nondisclosure agreements, and limit staff knowledge of Data to that which is absolutely necessary to perform job duties. The Contractor shall annually provide to IHCDA a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.

15. Import and Export of Data: IHCDA shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the Contractor, at any time during the term of Contract. This includes the ability for IHCDA to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if IHCDA is required to provide its own tools for this purpose, including the optional purchase of Contractor's tools if Contractor's applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. Unless otherwise specified in the Contract, the Services shall be available to IHCDA at all times. The Contractor shall allow IHCDA to access and use the Service to perform synthetic transaction performance testing.

The Contractor shall investigate and provide to IHCDA a detailed incident report regarding any unplanned Service interruptions or outages. IHCDA may terminate the Contract for cause if, at its sole discretion, it determines that the frequency of Contractor-preventable outages is sufficient to warrant termination.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to Services, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the contractor, and who may be involved in any application development and/or operations.

The Contractor shall be responsible for the acts and omissions of its subcontractors, strategic business partners, or other entities or individuals who provide or are involved in the provision of Services.

18. Business Continuity and Disaster Recovery: IHCDA's recovery time objective shall be defined in the Contract or a Service Level Agreement. The Contractor shall ensure that IHCDA's recovery time objective has been met and tested as detailed in the Contract or a Service Level Agreement. The Contractor shall annually provide to IHCDA a business continuity and disaster recovery plan which details how IHCDA's recovery time objective has been met and tested. The parties agree that any documents provided to IHCDA under this paragraph shall be deemed administrative or technical information that would jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3. The Contractor shall work with IHCDA to perform an annual disaster recovery test and take action to correct any issues detected during the test in a time frame mutually agreed upon between the Contractor and IHCDA in the Contract or a Service Level Agreement.

IHCDA's Data shall be maintained in accordance with the applicable IHCDA records retention requirement, as determined by IHCDA. The Contractor shall annually provide to IHCDA a resource utilization assessment detailing the Data maintained by the Contractor. This report shall include the volume of Data, the file formats, and other content classifications as determined by IHCDA.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, and any other state laws or administrative regulations identified by the State.

20. State Additional Terms and Conditions Revision Declaration: The clauses in this Exhibit have not been altered, modified, changed, or deleted in any way except