

**Emergency Solutions Grant (ESG)**  
**Rapid Re-Housing Program and Homelessness Prevention**  
**Request for Proposals (FY(2021))**  
**Indiana Balance of State Continuum of Care**

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**DUE DATE**

Applicant's proposal must be submitted electronically via e-mail only and received by the IHCD no later than May 28, 2021 at 5:00pm Eastern Time. Applications received after this date and time will not be considered or accepted. Faxed or mailed applications will not be considered or accepted.

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**2021-2022 REQUIREMENTS FOR THE ESG-RRHP PROGRAM:**

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**PURPOSE**

IHCDA requests innovative proposals from organizations to administer the ESG-Rapid Re-housing and homeless prevention program in coordination with their regional Planning Councils on the Homeless.

The ESG program provides funding for the rapid re-housing of households at or below the 30% of Area Median Income for which no appropriate housing options are identified and that lack sufficient resources and support networks to immediately obtain housing. Rapid Re-housing is defined as providing services and rental assistance to assist a homeless individual or family to move as quickly as possible into permanent housing and achieve stability in housing.

In the 2021-2022 award year IHCDA will require applicants that receive ESG funds to utilize at least 10% of the total budget for Homelessness Prevention activities. Applicants can request a waiver from this expectation if Homelessness Prevention funds from another source are being utilized by the organization. Applicants that receive ESG funds will be expected to operate a Housing First Rapid Rehousing model, including access to services without precondition or eligibility requirements related to income, criminal history or any other perceived barrier. ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2 (see below in Subsection 8 of Section C of this RFP) or the criteria in paragraph (1) of the "homeless" definition in 24 CFR 576.2 or the criteria in paragraph (4) of the "homeless" definition. The assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition (see below in Subsection 9 of Section C of this RFP), or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and has an annual income below 30 percent of median family income for the area, as determined by HUD.

*The application selection process is highly competitive.*

**2021-2022 REQUIREMENTS FOR THE ESG-RRHP PROGRAM:**

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**ELIGIBLE APPLICANTS**

**A. THRESHOLD REQUIREMENTS**

**Applicants must meet the following Eight (8) requirements to be considered for an ESG award:**

- 1) Applicant must be a private nonprofit organization (defined as tax-exempt secular or religious organization described in section 501(c) of the Internal Revenue Code. **Documentation of this status must be submitted with proposal.**

- 2) Applicant must certify that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency or political subdivision of the State. **Applicant must take the following steps to confirm its status:**
  - a. Visit the following link:  
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
  - b. Type the Applicant's name where it is asked to "Enter your specific search term"
  - c. Press the box entitled "View Details"
  - d. Print the results/save as a PDF; and
  - e. Submit the results with the application as a PDF along with the other required supporting documentation.
- 3) Applicant must not have any unresolved IHCD or HUD findings.  
Applicant must not have had any state or federal funds recaptured due to non-compliance.
- 4) In order to ensure that the Continuum of Care is obtaining feedback from all of its partners and incorporating that feedback into its goals and work, the Applicant is required to attend and participate in the regional planning council. Applicant must actively attend its regional planning council on the homeless meetings. Active participation is defined as attendance to at least 75% of all meetings during the 2019 calendar. The Applicant must submit a Certificate of Attendance with local regional planning council on homeless must be submitted with its proposal.
- 5) Applicant must be located in Balance of State Continuum of Care region (IN-502), which currently includes each county in the State of Indiana except Marion County.
- 6) Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Applicant must be following this required HUD policy. A copy of the policy must be submitted with the proposal as documentation.
- 7) 100% of all clients/tenants receiving services in this ESG program must meet HUD's definition of homelessness for Rapid Rehousing or HUD's definition of At Risk of homelessness for Homeless Prevention.
- 8) In Accordance with 24 CFR 576, the Applicant must describe how it will make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and describe how it will take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, The Applicant is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

## **B. OTHER APPLICANT REQUIREMENTS**

- 1) Applicants must have coordination between the State ESG program and the local Entitlement City (when an Entitlement City is included in proposed service area).
- 2) Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.
- 3) Applicants must demonstrate match to support the ESG Program, as described in Subsection J of this RFP. Eligible sources of funds can be any of those listed in 24 CFR Part 576.201 (b).
- 4) Applicants must demonstrate organizational capacity to assess eligibility; develop and monitor housing permanency plans; identify and contract with eligible landlords and utilities; and manage the distribution and accounting of assistance checks for eligible activities.
- 5) Future allocations of ESG will be partially based on performance of goals set forth in Section F of this RFP. Outcomes will be evaluated and used as a factor in determining the applicant's allocations in future ESG awards.
- 6) Proposals must include a defined outreach plan involving outreach to street/unsheltered homeless. This may involve the local PATH or ACT teams when one is existent in the proposed service area. Information about these teams is available from FSSA Division of Mental Health and Addiction: <http://www.in.gov/fssa/dmha/2879.htm>.

- 7) Proposals must also include a defined plan to coordinate with sheltered homeless individuals and families. An MOU must be executed between all ESG-funded shelters (including transitional housing) in the proposed service area detailing the proposed referral process. Proposals must include a defined outreach plan involving outreach to street/unsheltered homeless. This may involve the local PATH or ACT teams when one is existent in the proposed service area. Information about these teams is available from FSSA Division of Mental Health and Addiction: <http://www.in.gov/fssa/dmha/2879.htm>.

### **C. SUB-RECIPIENT REQUIREMENTS**

If applicant is selected to receive and ESG award it will be considered a sub-recipient and will need to also comply with requirements that are applicable to “subrecipients” of ESG funding:

- 1) Subrecipients and any contracted vendors involved in program participant assessment, case management or fiscal management of the allocated funds must have Internet access with e-mail availability.
- 2) Subrecipients will be required to complete reports each award year in accordance with HUD and IHCD requirements. This data will be retrievable through HMIS. IHCD will monitor outcomes on a regular basis and outcomes must also be reported by the subrecipients in program reports.
- 3) Subrecipient staff must attend trainings on designated topics related to the rapid re-housing and homelessness prevention programs.
- 4) Subrecipients must execute agreements with IHCD in order to use HMIS for the ESG. If Subrecipient is a victim service provider it must enter client-level data on ESG beneficiaries/clients into a comparable database, which collects all of the HMIS universal data elements and generates unduplicated aggregate reports. Victim service providers are encouraged to use IHCD’s ClientTrack database, which will also require it to execute agreement(s).
- 5) Agencies awarded ESG funds will be required to use a standard intake assessment.
- 6) Subrecipients are required to conduct case management with all program participants at a minimum of once per month.
- 7) The Rapid Re-housing assistance may only be provided to program participants who meet the criteria in the McKinney-Vento Homeless Assistance Act amended by S.896, The Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009 under the “homeless” definition as stated below:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by federal, state, or local government programs for low-income individuals); or
  - c) An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
2. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - a) Has no other residence; and
  - b) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing; and
  - c) Lives in an emergency shelter or other place described in #1 above.

- 8) The Homelessness Prevention assistance may only be provided to program participants who meet the criteria in the McKinney-Vento Homeless Assistance Act amended by S.896, The Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009 under the “At risk of homelessness” definition as stated below:

***At risk of homelessness*** means: (1) An individual or family who: (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and (iii) Meets one of the following conditions: (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (B) Is living in the home of another because of economic hardship; (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan; (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

9) **Violence Against Women Reauthorization Act (“VAWA”) OF 2013:**

**A. Overview**

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The VAWA regulatory requirements under 24 CFR part 5, subpart L, as supplemented by this section, apply to all eligibility and termination decisions that are made with respect to ESG rental assistance on or after *December 16, 2016*. The Subrecipient must ensure that these requirements are included or incorporated into rental assistance agreements and lease pursuant to IHCD’s Lease Addendum as provided in 24 CFR 576.106(e) and (g).

**B. Required Notice of Occupancy Rights and Certification**

The Subrecipient must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to each applicant for ESG rental assistance and each program participant receiving ESG rental assistance at each of the following times:

1. When an individual or family is denied rental assistance;
2. When an individual or family’s application for a unit receiving project-based rental assistance is denied;
3. When a program participant begins receiving rental assistance;
4. When a program participant is notified of termination of rental assistance; assistance;
5. When a program participant receives notification of eviction; and
6. During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

**C. Request for VAWA protections/Documentation**

If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the Subrecipient. If an applicant or tenant represents to the Subrecipient that the individual is a victim

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of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under §5.2005, or remedies under §5.2009, the Subrecipient may request, in writing, that the applicant or tenant submit to the Subrecipient a completed Form HUD 5382. If an applicant or tenant does not provide the documentation requested within 14 business days after the date that the tenant receives a request in writing for such documentation from the Subrecipient, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the Subrecipient to:

1. Deny admission by the applicant or tenant to the program;
2. Deny assistance under the program to the applicant or tenant;
3. Terminate the participation of the tenant in the program; or
4. Evict the tenant, or a lawful occupant that commits a violation of a lease.

A Subrecipient may, at its discretion, extend the 14-business-day deadline. The Subrecipient must work with the landlord or property manager to facilitate protections on the tenant's behalf. The Subrecipient must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). If the program participant that is entitled to protection, the Subrecipient must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

#### **D. Emergency Transfers**

The Subrecipient must use and implement the emergency transfer plan set forth in Form HUD-5381 for ESG-RR. The Subrecipient may provide Form HUD-5383 to a tenant that is requesting an emergency transfer and ask the tenant to complete this form. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the Subrecipient must assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, Subrecipient will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking. The Subrecipient must provide the tenant with a list Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

#### **E. Confidentiality**

Any information submitted to the Subrecipient, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Subrecipient.

The Subrecipient shall not allow any individual administering assistance on behalf of the Subrecipient or any persons within their employ (e.g., contractors) or in the employ of the Subrecipient to have access to confidential information unless explicitly authorized by the Subrecipient for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Subrecipient shall not enter confidential information described above into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- i. Requested or consented to in writing by the individual in a time-limited release
- ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- iii. Otherwise required by applicable law.

The Subrecipient's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Subrecipient. However, nothing in this paragraph shall be construed to limit the liability of the Subrecipient for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

**F. Remedies Available To Victims Of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking.**

The Subrecipient must ensure that the Landlord understands that it may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

1. Without regard to whether the household member is a signatory to the lease; and
2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation, as provided in this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and ESG requirements.

**G. Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

1. When a family receiving tenant-based rental assistance separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and utility assistance, if any, shall continue for the family member(s) who are not evicted or removed.
2. If a family living in a unit receiving project-based rental assistance separates under 24 CFR 5.2009(a), the family member(s) who are not evicted or removed can remain in the assisted unit without interruption to the rental assistance or utility assistance provided for the unit.

**H. Prohibited Denial/Termination**

Subrecipient shall ensure that any applicant for or tenant for ESG may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

**I. Construction Of Lease Terms**

Subrecipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

1. A serious or repeated violation of a lease for ESG-assisted housing by the victim or threatened victim of such incident; or
2. Good cause for terminating the assistance, tenancy or occupancy rights to ESG-assisted housing of the victim of such incident.

**J. Termination On The Basis Of Criminal Activity**

No person may deny assistance, tenancy, or occupancy rights to ESG-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the landlord of ESG-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The Subrecipient of ESG-assisted

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housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

**K. Lease Addendum**

Each tenant receiving ESG rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the Landlord and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the tenant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For tenants living in housing with project-based rental assistance under paragraph the lease must have an initial term of 1 year. Each lease executed on or after *December 16, 2016* must incorporate a lease addendum that includes all requirements that apply to tenants, the owner/Landlord or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c)

**L. Limited applicability of VAWA requirements:**

1. Nothing in this section limits the authority of the Landlord, when notified of a court order, to comply with a court order with respect to:
  - i. The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - ii. The distribution or possession of property among members of a household.
2. Nothing in this section limits any available authority of the Subrecipient to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the Subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
3. Nothing in this section limits the authority of the Landlord to terminate assistance to or evict a tenant under a covered housing program if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the Subrecipient would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.
4. Any eviction or termination of assistance, as provided paragraph (3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

10) Subrecipient must comply with the requirements set forth in HUD’s Equal Access Rule. See below for details.

## **Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities**

On February 3, 2012, HUD published the *Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity* final rule (Equal Access Rule) (77 FR 20 5662). This final rule requires that HUD's housing programs be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status. The rule defines "gender identity" to mean "actual or perceived gender-related characteristics." 24 CFR 5.100; 77 FR at 5665. The final rule also prohibits owners and administrators of HUD-assisted or HUD-insured housing, approved lenders in an FHA mortgage insurance program, and any other recipients or subrecipients of HUD funds from inquiring about sexual orientation or gender identity to determine eligibility for HUD-assisted or HUD-insured housing. The rule does not, however, prohibit voluntary self-identification of sexual orientation or gender identity, and it provides a limited exception for inquiries about the sex of an individual to determine eligibility for temporary, emergency shelters with shared sleeping areas or bathrooms, or to determine the number of bedrooms to which a household may be entitled. 24 CFR 5.105(a)(2).

### **11) HUD Guidance for Single-Sex Emergency Shelters or Other Facilities that Receive ESG, HOPWA, or CoC Funds**

#### Assignments

HUD assumes that a recipient or subrecipient ("provider") that makes decisions about eligibility for or placement into single-sex emergency shelters or other facilities will place a potential client (or current client seeking a new assignment) in a shelter or facility that corresponds to the gender with which the person identifies, taking health and safety concerns into consideration. A client's or potential client's own views with respect to personal health and safety should be given serious consideration in making the placement. For instance, if the potential client requests to be placed based on his or her sex assigned at birth, HUD assumes that the provider will place the individual in accordance with that request, consistent with health, safety, and privacy concerns. HUD assumes that a provider will not make an assignment or re-assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.

#### Appropriate and Inappropriate Inquiries Related to Sex

For temporary, emergency shelters with shared sleeping areas or bathrooms, the Equal Access Rule permits shelter providers to ask potential clients and current clients seeking a new assignment their sex. Best practices suggest that where the provider is uncertain of the client's sex or gender identity, the provider simply informs the client or potential client that the agency provides shelter based on the gender with which the individual identifies. There generally is no legitimate reason in this context for the provider to request documentation of a person's sex in order to determine appropriate placement, nor should the provider have any basis to deny access to a single-sex emergency shelter or facility solely because the provider possesses identity documents indicating a sex different than the gender with which the client or potential client identifies. The provider may not ask questions or otherwise seek information or documentation concerning the person's anatomy or medical history. Nor may the provider consider the client or potential client ineligible for an emergency shelter or other facility because his or her appearance or behavior does not conform to gender stereotypes.

#### Privacy

If a client expresses safety or privacy concerns, or if the provider otherwise becomes aware of privacy or safety concerns, the provider must take reasonable steps to address those concerns. This may include, for example: responding to the requests of the client expressing concern through the addition of a privacy partition or curtain; provision to use a nearby private restroom or office; or a separate changing schedule. The provider must, at a minimum, permit any clients expressing concern to use bathrooms and dressing areas at a separate time from others in the facility. The provider should, to the extent feasible, work with the layout of the facility to provide for privacy in bathrooms and dressing areas. For example, toilet stalls should have doors and locks and there should be separate showers stalls to allow for privacy. The provider should ensure that its policies do not isolate or segregate clients based upon gender identity.

**D. ELIGIBLE ACTIVITIES for Rapid Rehousing & Homeless Prevention.** ESG assistance may be used for the following activities:



- 1) **Rapid Re-housing & Homeless Prevention: Tenant Based Rental Assistance**
  - a) Including up to 24 months of rental payments.
  - b) Payment of rental arrears consists of a one-time payment for up to six months of rent in arrears, including any late fees on those arrears
- 2) **Rapid Re-housing & Homeless Prevention : Housing Relocation and Stabilization Services,** including:
  - a) **Financial Assistance**
    1. Moving Costs
    2. Rental Assistance fees
    3. Security Deposit
    4. Last Month's rent
    5. Utility Deposit
    6. Utility Payments
  - b) **Services**
    1. Housing Search & Placement (Housing Locators)
    2. Housing Stability Case Management
    3. Mediation
    4. Legal Services
    5. Credit Repair
- 3) **Homelessness Prevention Component**  
Same activities as Rapid Re-Housing for those HUD defines as "at risk of homelessness".
- 4) **Administration** including administrative costs related to the planning and execution of ESG Rapid Re-housing activities. Subrecipients can budget up to 7.5% of their total grant for eligible administrative activities. This does not include staff and overhead costs directly related to carrying out activities eligible under other activities. Administration costs include the following:
  - a) Salaries, wages and related costs of the subrecipients engaged in administration, including:
    1. Preparing program budgets and schedules, and amendments to those budgets and schedules;
    2. Developing systems for assuring compliance with program requirements,
    3. Developing interagency agreements to carry out program activities,
    4. Monitoring program activities for progress and compliance with program requirements,
    5. Preparing reports and other documents directly related to the program for submission to IHCD, A,
    6. Coordinating the resolution of audit and monitoring findings,
    7. Evaluating program results against stated objectives,
    8. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in any of #1-7 above.
  - b) Other costs for goods and services required for administration of the program including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space,
  - c) Costs of attending HUD-sponsored ESG trainings.

#### **E. CLAIMS**

Subrecipients are responsible for claiming funds on a monthly basis through IHCD Online. The funds will only be disbursed for eligible expenses. Subrecipients can receive up to Twelve disbursements for the fiscal year through an IHCD defined process. IHCD expects that sub-recipients have adequate accounting practices to ensure that all funds are tracked at the client and activity level. The fiscal year for the grant begins on July 1, 2021 and ends on June 30, 2022. Claims for reimbursement must be submitted through IHCD Online. Supporting documentation must be submitted electronically through IHCD Online. **All ESG funds must be committed within 12 months and expended within 12 months.** Accordingly, IHCD reserves the right to reallocate ESG funds to another program in the Balance of State Continuum if a sub-recipient cannot meet the above requirement.

#### **HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) SOFTWARE REQUIREMENT**

The sub-recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the Homeless Management Information System (“HMIS”) in accordance with HUD's standards on participation, data collection, and reporting requirements. The sub-recipient is required to enter data into the Homeless Management Information System (“HMIS”) on a regular and consistent basis. “Regular and consistent” means within a five (5) day period of intake or discharge. Data must be entered for the ESG funded shelter program and all other residential programs serving homeless individuals and families. The data required for entry into HMIS includes the following data elements: Name, Social Security Number, Date of Birth, Ethnicity, Race, Gender, Veteran Status, Disabling Condition, Residence Prior to Program Entry, Zip Code, Length of Stay at Previous Residence and Homeless Cause. The sub-recipient agrees to collect any other data elements as required by HUD as it updates its HMIS data standards, from time to time. The sub-recipient is required to update a client’s status annually. These updates should be completed at intake and discharge and at client’s annual recertification. For more information on the HMIS, contact the HMIS helpdesk [hmishelpdesk@ihcda.in.gov](mailto:hmishelpdesk@ihcda.in.gov). Training in use of the HMIS for the purposes of the ESG program will be provided by IHCDA. Victim services providers are not allowed to enter data into the HMIS but must enter data into a comparable database as described below:

If sub-recipient is a victim service provider it must enter client-level data on ESG beneficiaries/clients into a comparable database, which collects all of the HMIS universal data elements listed in this paragraph and generates unduplicated aggregate reports. Victim service providers are encouraged to use IHCDA’s ClientTrack database. The data required for entry into IHCDA’s ClientTrack database or the victim service provider’s comparable database must include the following data elements: Name, Social Security Number, Date of Birth, Ethnicity, Race, Gender, Veteran Status, Disabling Condition, Residence Prior to Program Entry, Zip Code, Length of Stay at Previous Residence and Homeless Cause. The sub-recipient agrees to collect any other data elements as required by HUD as it updates its HMIS data standards, from time to time. The sub-recipient is required to update a client’s status annually. These updates should be completed at intake and discharge and at client’s annual recertification. For more information on DV ClientTrack, contact the DV ClientTrack helpdesk at: [dvhelpdesk@ihcda.in.gov](mailto:dvhelpdesk@ihcda.in.gov).

Subrecipient must participate in the HMIS within 14 days of its agreement with IHCDA. (See Fed. Reg. 68, 43431 7/22/2003). (Per state requirement the sub-recipient is required to enter data into the HMIS within a (5) day period of intake or discharge).

#### **F. COORDINATED ENTRY:**

Subrecipient must use the coordinated entry process established by the CoC as set forth in § 578.7(a)(8) to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance.

#### **G. ACCESS TO RECORDS/INSPECTIONS:**

Financial records, supporting documents, statistical records, and all other records related to the ESG award must be retained for a period of five (5) years from the date of submission of the final expenditure report or closeout of the grant, whichever is occurs later. HUD, Inspectors General, the Comptroller General of the United States, and IHCDA, or any of their authorized representatives or sub-contractors, must have the right of access to any documents, papers, or other records of the applicant to the ESG award, in order to make audits, examinations, excerpts, and transcripts so long as no identifiable data about persons who receive service is released (See 68 Fed. Reg., 43450) (7/22/2003). The right also includes timely and reasonable access to the applicant’s personnel for the purpose of interview and discussion related to such documents.

The sub-recipient shall provide IHCDA all necessary records, data, information, and documentation required for IHCDA to carry out its oversight obligations.

#### **H. MATCH**

Each subrecipient must match dollar-for-dollar the ESG funding provided by HUD with funds from other public or private sources. A subrecipient may comply with this requirement through matching funds or voluntary efforts provided by any recipient or project sponsor.

Matching funds must be provided after the date of the grant award to the subrecipient. Funds used to match a previous ESG grant may not be used to match a subsequent grant award. No federal funds can be used for match, with the exception of Community Development Block Grant (CDBG) and Community Service Block Grant (CSBG) funds. It is important to note that any CSBG funds used for matching the ESG program must be used for CSBG purposes, and in accordance with the requirements of, both CSBG and the ESG program.

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Subrecipients are required to contribute 100% match to their ESG program. For example, if the ESG award is \$10,000, the subrecipient must demonstrate \$10,000 as match. The following items may be used as match:

Type of Match	Documentation required
Cash/Grant	Award letter
Value or fair rental value of any donated material or building	Documentation of value of donated material or building. Documentation of previous year's match.
Value of any lease on a building	Documentation of value of lease on a building
Any salary paid to staff to carry out the program of the subrecipient	Timecards of staff member. Proof of salary payment (cancelled checks / bank statements). Summary list of all salaries counted as match. List should contain staff name, hours worked and total monetary value of time worked.
Value of the time and services contributed by volunteers to carry out the program of the subrecipient. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the local community.)	List containing all volunteer names, number of hours worked and total value of time contributed.

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### Examples of Possible Sources of ESG Match

Below are some examples of match that could be used as ESG match. Please note that in order for the match to be counted, it the source must be eligible and its use must be an eligible ESG activity. Match can be provided by the subrecipient itself OR any other community agency, but must directly benefit the ESG participants and be provided during the award term in order to be counted. This list is not exhaustive.

In-Kind	Cash
211 Helpline: Time conducting Coordinated Entry assessments or other eligible expenses.	CDBG, CSBG
AIDS/HIV-related services provided to ESG participants	City or County funds
Alcohol and substance abuse services	Community Action Agencies
Bookkeeping/Administrative services for ESG program (but not billed to ESG)	Donations received as a result of the Neighborhood Assistance Program
Budgeting, credit repair service provided to participants in the community (but not billed to ESG)	ICJI grants, as eligible
Case management (not billed to ESG)	Local Foundations
Child care	Private donations
Clothing, Household, Hygiene items donated	Program income
Community Center - educational meetings related to housing, transportation vouchers, other eligible financial assistance	United Way
Donation Inventory Management	Township Trustees(s) assistance provided to ESG participants
Education, GED, classes (parenting)	
Employment assistance & Job Training	
Emergency Shelter/ Transitional Housing - services provided in program, not billed to ESG	
Faith Based Community; Ecumenical/Ministerial associations	
Food donated to participants by local churches (food stamps <i>cannot</i> be counted)	
Furniture donated	
Health care provided by local clinic/hospital	
Housing Food kit, Move-in kit preparation	
Housing placement	
Hygiene Kit preparation	
Legal Services	
Life skills Training not billed to ESG	
Mental health services (CMHC's)	
Minority Health Coalitions	
Motel Stays	
Move in Kits donated	
Office space donated	
Street Outreach: Engagement, case management, emergency mental health services, transportation, services to special populations	
Outpatient Health services - Community Health Centers, other medical centers	
Rent, not paid with ESG	
Renovation of shelter facility, benefiting ESG participants	
School Corporations- eligible services provided to ESG participants	
Transportation	
Utilities, not paid with ESG	
Utility Companies- any amount that is waived from arrears or deposits off of amount due	
Volunteer - professional - local, customary rate Emergency Solutions Grant: Rapid Re-housing Request for Proposals	May 2021

## **I. CERTIFICATIONS**

**When Applicant submits an application in response to this RFP, it is certifying that it will comply with the following certifications and the RFP terms and conditions listed in the next section.**

### **1. AUTHORITY OF APPLICANT AND ITS REPRESENTATIVE:**

The authorized representative of the applicant who signs the certifications and assurances affirms that both the applicant and its authorized representative have adequate authority under state and local law and internal rules of the applicant organization to:

1. Execute and return the application.
2. Execute and return the required certifications, assurances, and agreements on behalf of the applicant and,
3. Execute agreements on behalf of the applicant.
4. Understand that intentional falsification, concealment or cover up by any trick, scheme or devise of any information, charts, data, attachments, or materially false, fictitious or fraudulent statement or representation of any information, submitted by the applicant will permanently disqualify the applicant from applying for funds under this program's initiatives.

### **2. HOMELESS PERSONS INVOLVEMENT:**

To the maximum extent practicable, the applicant will involve, through employment, volunteer services, board involvement or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted with ESG.

### **3. SUPPORTIVE SERVICES:**

The applicant will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local and private assistance available for such individuals.

### **4. STANDARD ASSURANCES:**

The applicant assures that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal administrative requirements in carrying out the grant.

The applicant acknowledges that if it is selected to receive ESG funding it will be under a continuing obligation to comply with the terms and conditions of the ESG grant and recognizes that federal laws, regulations, policies and, administrative practices, may be amended from time-to-time and may affect the implementation of the project.

### **5. DEBARMENT AND SUSPENSION:**

The applicant warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the State and the IHCD of any such actions. During the term of such actions, the applicant agrees that IHCD may delay, withhold, or deny work under any supplement, amendment or contractual device issued pursuant to this Agreement.

The applicant certifies that it or its principals have not been convicted of nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The applicant certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this certification means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the applicant.

In addition, the applicant certifies that it will not contract with parties listed on the government wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689 "Debarment and Suspension."

**6. DRUG FREE CERTIFICATION:**

The applicant will publish, or has published, a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against the employees for violation of that prohibition.

Establish an ongoing drug-free awareness program to inform its employees about: (1) the dangers of drug abuse in its workplace; (2) the applicant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace.

Making it a requirement that each of its employees engaged in the performance of the grant be furnished a statement of the applicant's drug policy.

**7. NON-DISCRIMINATION:**

The applicant will comply with Title VI of the 1964 Civil Rights Act, as amended (42 U.S.C. § 2000d et seq.) the Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Americans with Disabilities Act (ADA), as amended, (42 U.S.C. § 12101 et seq.)

The Civil Rights Act generally requires that applicants assure that no person otherwise qualified, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in or be denied the benefits of, or otherwise discriminated against in any program, or activity conducted by the applicant.

The Rehabilitation Act and ADA generally require that any person otherwise qualified with a disability shall, not be excluded from participation in, or denied the benefits of, or otherwise subjected to discrimination, in any program, or activity receiving federal assistance, by reason of that disability.

**8. AGE DISCRIMINATION ACT:**

The 1975 Age Discrimination Act, as amended, (42 U.S.C. § 6101 et seq.) provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program, or activity receiving federal funds.

**9. EXECUTIVE ORDER (EO) 11246:**

This EO, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal contracts in excess of \$10,000.

**10. OMB SUPERCIRCULAR:**

The applicant will comply with the provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in utilizing any funds awarded pursuant to this RFP including but not limited to the following:

**1. Conflict Of Interest:**

- a. The Applicant must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Applicant may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Applicant may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Applicant.
- b. If the Applicant has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Applicant must also maintain written standards of conduct

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covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Applicant is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- c. The Applicant's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

## **2. Internal Controls.**

The Applicant must:

- a. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the Applicant is managing federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the federal funding. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.
- c. Evaluate and monitor the Applicant's compliance with statutes, regulations and the terms and conditions of the federal funds.
- d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Take reasonable measures to safeguard protected personally identifiable information and other information that IHCA or HUD designates as sensitive or the Applicant considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

## **11. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

Positive efforts shall be made by applicants to utilize small businesses, minority firms, and women's business enterprises whenever possible. Recipients of federal awards shall take all of the following steps to further this goal:

1. Ensure that the small businesses, minority owned firms, and women's business enterprises are used to the fullest extent possible.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, and women's business enterprises.
3. Consider, in the contract process, whether firms competing for contracts intend to subcontract with small businesses, minority owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises, when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the federal Small Business Administration and the Indiana Department of Administration's minority business development division in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

## **12. ANTI-LOBBYING:**

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, applicant hereby assures and certifies, to the best of his or her knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**13. RELIGIOUS ACTIVITIES:**

Applicant agrees that activities conducted with funding obtained through this agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. This does not restrict a religious organization from using its personnel or offices for the purposes of the program as long as program activities are kept separate and participation in religious activity is not a requirement for a ESG-RR program participant.

**14. CONFLICT OF INTEREST DISCLOSURE:**

The applicant must disclose in writing any potential conflict of interest to IHCD.

**15. MANDATORY DISCLOSURE:** The applicant must disclose, in a timely manner, in writing to IHCD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The applicant's failure to make these disclosures may subject to the applicant to remedies of non-compliance set forth in 2 CFR 200.338.

If the total value of the applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**16. CONFIDENTIALITY:**

The applicant must develop and implement written procedures to ensure:

- (i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
- (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- (iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the applicant and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of the applicants must be in writing and must be maintained in accordance with this section.

**17. TERMINATING ASSISTANCE:**

- 1. In general. If a program participant violates program requirements, the subrecipient may terminate the assistance in accordance with a formal process established by the subrecipient that recognizes the rights of individuals affected. The subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.



2. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
  - a. Written notice to the program participant containing a clear statement of the reasons for termination;
  - b. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
  - c. Prompt written notice of the final decision to the program participant.

## **J. RFP TERMS AND CONDITIONS**

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

1. 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.
2. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
3. IHCDCA 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.
4. IHCDCA 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.
5. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
6. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
7. The applicant 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.
8. By submitting a response to this request, the applicant 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.
9. IHCDCA reserves the right not to award a contract pursuant to the RFP.
10. All items become the property of IHCDCA upon submission and will not be returned to the applicant.
11. IHCDCA 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.

12. The applicant 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.
13. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCD's Award Agreement Boilerplate and the understanding that such Boilerplate is non-negotiable.
14. An award of ESG funding is also contingent upon IHCD receiving ESG funding from HUD.

## **K. SUBMITTING THE APPLICATION**

Completed ESG applications must be received electronically via e-mail by IHCD no later than May 28, 2021, at 5:00 pm Eastern Time to: [diwalker@ihcda.in.gov](mailto:diwalker@ihcda.in.gov).

<b><u>Supporting Documentation Checklist:</u></b> <b><u>(The following items should be returned with your application via E-mail)</u></b>	
1	<b><u>Letter of 501(c)3 non-profit determination.</u></b>
2	<b><u>Signed Certificate of Attendance with local Regional Planning Council on Homeless meetings. Must have attended 75% of meetings in the previous calendar year to meet threshold. Copy of Certificate is attached to E-mail containing this RFP.</u></b>
3	<b><u>Letter of Match Commitment</u></b>
4	<b><u>List of current Board of Directors including each members's name, employer, e-mail address, phone number and term commitment.</u></b>
5	<b><u>Copy of accounting policies &amp; procedures.</u></b>
6	<b><u>General Liability Insurance documentation to evidence policy (Summary page showing coverage is all that is needed).</u></b>
7	<b><u>Fidelity Bond Insurance documentation to evidence policy or bond (amount should be equal to 1/2 of the total annual funding provided by the state and should cover all employees/board members handling funds).</u></b>
8	<b><u>Copy of Workers' Compensation and Unemployment Insurance (summary page only).</u></b>
9	<b><u>Copy of Automobile Insurance, if applicable.</u></b>
10	<b><u>MOU with SOAR-trained agency in your area, if applicable.</u></b>
11	<b><u>Copy of Housing First Policy.</u></b>
12	<b><u>Rental Assistance Budget Worksheet.</u></b>
13	<b><u>Service Partnerships in Proposed Service Area.</u></b>
14	<b><u>Articles of Incorporation (new applicants only).</u></b>
15	<b><u>Certification Statement and Signature page</u></b>
16	<b><u>SAMS printout of eligibility verification page (See Threshold question #2</u></b>

Applicant must retain a copy of these application policies. If the Applicant receives funding pursuant to this RFP, it will be bound by the requirements contained herein.