



REQUEST FOR QUALIFICATIONS
for
Development Teams
for the
Indianapolis Integrated Supportive Housing Initiative

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
<http://www.in.gov/ihcda/>

317-232-7777

ISSUE DATE: July 28, 2017

RESPONSE DEADLINE: August 18, 2017, 5:00 PM Eastern Time

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PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (“RFQ”)

The Indiana Housing and Community Development Authority, in partnership with the City of Indianapolis Department of Metropolitan Development, is seeking to select four development teams and one Community Based Development Organization (“CBDO”) to participate in the Indianapolis Integrated Supportive Housing Initiative (“the Initiative”), which involves developing integrated supportive housing in Indianapolis, Indiana, as further detailed in the Scope of Services section of this RFQ. **This RFQ specifically applies to the four development teams.** A separate RFQ has been released to select the CBDO.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

VISION

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

MISSION

The Indiana Housing and Community Development Authority’s (“IHCDA”) mission is to provide housing opportunities, promote self-sufficiency, and strengthen communities.

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

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

3. BACKGROUND

IHCDA administers the Low Income Housing Tax Credit (“LIHTC”) program for the State of Indiana. In addition, IHCDA allocates private-activity tax-exempt bonds. Developers seeking private-activity tax-exempt bonds for the development of affordable rental housing in accordance with Section 142 of the Internal Revenue Code are eligible to receive non-competitive allocations of 4% LIHTCs.

Supportive housing is an evidence-based approach of providing affordable housing with wrap-around services for individuals experiencing homelessness. Supportive housing developments funded by IHCDA must utilize the “housing first” model, which focuses on housing the most vulnerable populations while eliminating barriers to housing. The housing first model is based upon voluntary services (i.e. services are not a condition of occupancy), eviction prevention, harm reduction, and the establishment of tenant selection criteria that remove barriers to entry.

Since the launch of the Indiana Permanent Supportive Housing Institute in 2008, IHCDA has funded over 1400 units of supportive housing throughout the state. However, the need to create additional supportive housing units is strong, especially in the larger urban areas of the state. The goal of this initiative is the creation (through new construction and/or rehabilitation) of approximately 500 affordable housing units (125 of which will be integrated supportive housing units) in Indianapolis and with this increased access to housing the reduction in homelessness in the city.

A Community Based Development Organization (“CBDO”) is an organization as defined within 24 CFR Part 570.204(c). Certification as a CBDO allows the entity to carry out neighborhood revitalization and community economic development activities. A CBDO may retain any proceeds gained from the use of Community Development Block Grant (including CDBG Disaster) funds and revolve those funds to further support other activities. For purposes of this RFQ, IHCDCA seeks to identify one eligible CBDO to establish a revolving loan fund for ongoing supportive housing initiatives in Indianapolis. The revolving loan fund must be used by the CBDO to finance the following type of transactions: multi-family bond transactions for supportive housing (using the housing first model) in the City of Indianapolis.

4. SCOPE OF SERVICES

The purpose of this initiative is to develop and implement long-term strategies towards ending homelessness in Indianapolis in a manner that creates mixed-income housing opportunities. This will be accomplished through the creation of four affordable housing developments that will each agree to operate 25% of their units as integrated supportive housing utilizing the housing first model. The remaining 75% of the units in each development may be operated as affordable housing and/or market rate housing as elected by the development team, based on financing opportunities and local need.

IHCDCA has partnered with the City of Indianapolis to provide funding for the four development teams as follows:

- IHCDCA will provide 4% LIHTCs and tax-exempt bond volume. In addition, IHCDCA will provide approximately \$4,650,000 in Community Development Block Grant Disaster funds to one Community Based Development Organization (“CBDO”) to create a revolving loan fund. The revolving loan fund must be used by the CBDO to finance the following type of transactions: multi-family bond transactions for supportive housing (using the housing first model) in the City of Indianapolis. As stated above, at least 25% of the units in each development must be operated as integrated supportive housing. The remaining 75% of the units in each development may be operated as affordable housing and/or market rate housing as elected by the development team, based on financing opportunities and local need. The CBDO will use this fund to provide loans as gap financing into each of the four developments, based upon demonstrated need as evidenced by appropriate underwriting and subsidy layering review. Any repayments will return to the CBDO and those funds will be revolved to continue to finance supportive housing in Indianapolis using the housing first model.
- The City of Indianapolis will be the bond issuer and will provide reasonable gap financing in the form of local funds (dependent upon funding availability and project eligibility).
- The Indianapolis Housing Agency will provide project-based rental assistance for the supportive housing units through its Section 8 Voucher Program.

In order to reduce the soft costs associated with multifamily bond/4% LIHTC transactions, all four developments will be structured under one bond transaction. However, each of the four developments will be owned by a separate limited partnership and may be managed by different entities. During the mandatory workshop for selected teams, IHCDCA and its partners will provide training and technical assistance on this bond structure.

In addition, IHCDCA has partnered with CSH (formerly known as the Corporation for Supportive Housing) to work with the developers and the CBDO selected through this RFQ process to help them create a strategy around ending homelessness in Indianapolis and creating mixed-income, integrated supportive housing developments. Respondents will not submit a housing proposal as part of this RFQ process. The concept will be created later during a mandatory workshops and meetings in which IHCDCA, CSH, the City of Indianapolis, and other assembled subject matter experts will work with the

selected development teams. Therefore, selection is based on the qualifications and experience of the development team, as described in Part 2 of this RFQ.

Upon completion of the workshop and creation of a development concept, the four development teams will each be able to submit LIHTC applications under the terms of IHCDA's 2018/2019 Qualified Allocation Plan ("QAP").

Selected respondents must pay a \$1,000 fee to cover the costs of the workshop and engaging the subject matter experts for technical assistance. In addition to receiving technical assistance through the workshop, each team will enter into a Memorandum of Understanding with CSH to receive ongoing technical assistance and support from time of funding approval through completion of the first year of occupancy.

5. RFQ TENTATIVE TIMELINE

July 28, 2017	Program announced and RFQ released to the general public
August 4, 2017	Informational webinar @ 2:00 p.m. Eastern Time
August 18, 2017	Responses due to IHCDA by 5:00 p.m. Eastern Time
August 22, 2017	Respondents' teams present to the selection committee consisting of staff from IHCDA, the City of Indianapolis, CSH, and CHIP
By August 31, 2017	Announcement of selected Respondents' teams
September 12-14, 2017	Mandatory 3 day workshop for all participants
Ongoing	Ongoing meetings with selected Respondents for technical assistance
TBD	Selected Respondents submit funding applications
TBD	Award recommendations at IHCDA Board Meeting

PART 2 RFQ PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by a selection committee consisting of staff from IHCDA, the City of Indianapolis, CSH, and the Coalition for Homelessness Intervention & Prevention ("CHIP"). Respondent must be responsive and responsible as described in Sections 2 and 4 below. Selection is at the sole discretion of the selection committee. ***Note: Other program partners and subject matter experts may work with the developments teams upon selection, but these entities are not involved in the selection process.**

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondents must meet the following minimum requirements to be deemed responsive to this RFQ.

Experience & Capacity

Experience pertaining to the following items, as explained in more detail in Section 3 below, will be weighed heavily in the selection process:

- Demonstrated knowledge of the Low Income Housing Tax Credit program and successful completion of LIHTC developments. The developer must have previously utilized 4% credits and tax exempt bond financing.
- Demonstrated knowledge of concepts and strategies to end homelessness, particularly through use of a housing first approach. Preference given to teams that have successfully operated supportive housing developments.

- Demonstrated knowledge of and experience administering rental assistance programs.
- Demonstrated capacity to develop and manage complicated developments that involve multiple funding sources and regulatory complexity.
- Demonstrated experience providing appropriate support services.
- Financial capacity to undertake the development.

Readiness to Proceed

Readiness, as demonstrated by the following items and as explained in more detail in Section 3 below, will be weighed heavily in the selection process:

- Identification of an appropriate lead person for each of the 4 primary roles identified in Section 3 below.
- History of successful collaboration between team members.
- Identification of potential sites. Site control is not required, and final site selection will occur through the workshop with feedback from the funders and training team.

Commitment

The development team must commit to attending all workshops and meetings. Each team will enter into a Memorandum of Understanding outlining these terms. Workshops will be designed to connect the development team with subject matter experts. The development team will work with these subject matter experts to create their final development concept.

In addition, the development team must commit to utilizing the Housing First model and to utilizing the local Coordinated Entry system to identify those persons experiencing homelessness who are most vulnerable. This system will be used as the method of tenant selection for the integrated supportive housing units.

3. QUALIFICATIONS EVALUATION CRITERIA

A developer entity may only be on one team. An organization acting as the management company or supportive service provider may be on more than one team. However, if the management company or supportive service provider is on more than one team, a separate lead person must be assigned per team.

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

1. Respondent's compliance with submission requirements of this RFQ
2. Experience of the Developer: Please submit a narrative describing the experience of the developer. The narrative cannot exceed 5 pages and must include the following information:
 - a. Summary of the current portfolio owned and/or managed.
 - b. Summary of experience utilizing LIHTC, tax-exempt bonds, and other affordable housing capital funds.
 - c. Summary of experience collaborating with service providers to provide onsite services to affordable housing residents.
 - d. Summary of experience working on issues around homelessness, particularly with supportive housing and/or the housing first model.
 - e. If no experience with homelessness or supportive housing, provide a summary of experience working with other vulnerable populations.
3. Experience of the Management Company: Please submit a narrative describing the experience of the management company. The narrative cannot exceed 5 pages and must include the following information:

- a. Summary of the current portfolio managed.
 - b. Summary of experience managing projects funded with LIHTC, tax-exempt bonds, and other affordable housing programs.
 - c. Summary of experience administering rental assistance programs.
 - d. Summary of experience collaborating with service providers to provide onsite services to affordable housing residents.
 - e. Summary of experience working on issues around homelessness, particularly with supportive housing and/or the housing first model.
 - f. If no experience with homelessness or supportive housing, provide a summary of experience working with other vulnerable populations.
4. Experience of the Supportive Service Provider: Please submit a narrative describing the experience of the service provider. The narrative cannot exceed 5 pages and must include the following information. NOTE: An eligible Supportive Service Provider must provide behavioral health services and must be able to bill Medicaid:
 - a. Summary of organization history and types of services offered.
 - b. Summary of experience collaborating with management companies to provide onsite services to affordable housing residents.
 - c. Summary of experience working on issues around homelessness, particularly with supportive housing and/or the housing first model.
 - d. If no experience with homelessness or supportive housing, provide a summary of experience working with other vulnerable populations.
 - e. Summary of how the service provider would pay for onsite services for supportive housing residents.
 5. Financial Capacity: Submit 2016 financial statements and 2017 year-to-date balance sheet, income statements, and cash flow statements for the developer, management company, and supportive service provider.
 6. Resumes: Please identify a separate lead person for each role below. For each lead person, provide a current resume and a brief narrative (no more than 1 page each) describing why this person was selected for the role:
 - a. Development/Finance: Experience in utilizing innovative financing agreements and funding sources for affordable housing development, as well as an understanding of public policy and regulatory requirements.
 - b. Property Management & Compliance: Experience in managing affordable housing, including dealing with regulatory compliance and tenant selection and screening.
 - c. Supportive Services: Experience in providing supportive services for vulnerable populations, preferably experience directly related to serving persons experiencing homelessness and persons with mental health and addiction issues.
 - d. Built Environment: Experience in construction and design of multifamily housing.
 7. Readiness to Proceed: Each team must submit 1 narrative demonstrating readiness to proceed. The narrative cannot exceed 3 pages and must include the following information:
 - a. Description of potential site(s) for development and an explanation of why that site(s) is being considered. NOTE: Site control is not required, and final site selection will occur through the workshop with feedback from the funders and training team.
 - b. Summary of previous collaborations between the developer, property management, and supportive service provider. If team members have not worked together previously, describe how the team was assembled and what steps the team has taken to ensure successful collaboration.
 8. Past award performance, including history of complying with federal, state and local guidelines, meeting benchmarks and quality of work performed and services provided will

be considered. Any entity currently suspended or debarred by or in default with IHCDA or the City of Indianapolis will be disqualified.

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 and the City of Indianapolis;
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 is an entity described in IC Title 23, is properly registered, and owes no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFQ, and the respondent shall be advised of the reasons for the determination.

5. RFQ SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Section 3 of Part 2 of this RFQ**, entitled "**Qualifications Evaluation Criteria**". Therefore, Respondent must review **Section 3 of Part 2 of this RFQ** very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFQ Document.

Checklist of Submission Requirements

- Qualifications Coversheet (required template included in this RFQ packet)
- Certification of Company (required template included in this RFQ packet)
- Narrative summary of developer's experience
- Narrative summary of management company's experience
- Narrative summary of supportive service provider's experience
- Financials for the developer
- Financials for the management company
- Financials for the supportive service provider
- Development team lead person identified for each of the 4 roles and a resume submitted for each of these individuals
- A narrative response addressing readiness to proceed

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

Responses must be submitted via email. All documents must be submitted in PDF only.

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The deadline for submission is August 18, 2017 at 5:00 PM Eastern Time. Applications that do not contain all of the required forms/documents as listed in this RFQ may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

- A. **ETHICAL COMPLIANCE**: By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **EMPLOYMENT ELIGIBILITY VERIFICATION**. The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- C. **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.
- D. **ACCESS TO PUBLIC RECORDS**: Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
- A. The RFQ.
 - B. A list of all vendors who received the RFQ.
 - C. The name and address of each respondent.
 - D. The amount of each offer.
 - E. A record showing the following:
 - a. The name of the successful respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.
 - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.

- E. **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.
- F. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFQ, 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. The decision of the Compliance Attorney is final.
- G. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
 - b. Unfair competition or conflict of interest in the decision-making process;
 - c. An illegal, unethical or improper act; or
 - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt.

2. RFQ TERMS AND CONDITIONS

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

- A. This RFQ 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 RFQ, 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 RFQ

- process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCD A may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
 - F. In no event shall any obligations of any kind be enforceable against IHCD A unless and until a written agreement is entered into.
 - G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses 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. IHCD A reserves the right not to award a contract pursuant to the RFQ.
 - J. All items become the property of IHCD A upon submission and will not be returned to the Respondent.
 - K. IHCD A reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
 - L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

3. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be

- conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Indianapolis Integrated Supportive Housing Initiative RFQ

4. QUALIFICATION COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in 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 RFQ 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: _____