



THE INDIANAPOLIS HOUSING AGENCY

REQUEST FOR PROPOSAL

**POLICY, PROCEDURE, AND FINANCIAL
COMPLIANCE
MONITORING AND REPORTING**

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1.0 INVITATION AND OBJECTIVE

This Request for Proposal (RFP) is issued by the Indianapolis Housing Agency (IHA). IHA invites and seeks competitive submissions from qualified consultants or combinations of qualified consultants, for the purpose of monitoring and reporting IHA's policy, procedure and financial processes to include but not limited to utilization of funding granted by the United States Department of Housing and Urban Development under the American Recovery and Reinvestment Act of 2009, other funding sources including Project-based Section 8, HOME, CDBG, and Low-Income Housing Trust Fund. Also, review audit findings and other associated compliance activities.

2.0 BACKGROUND

2.1 IHA'S OVERALL PROGRAM

IHA's mission is to provide, without discrimination, safe, quality, and affordable housing. Moreover, IHA sets out to encourage individual and family self-sufficiency. IHA manages approximately 6,900 federally funded section 8 vouchers through its Housing Choice Voucher program. In addition, IHA owns and manages eleven (11) community developments within Marion County, totaling approximately 1,700 units. Eight of the eleven communities are Section 42 properties. Four of the eleven developments are located within the regional center (downtown area) of Indianapolis and primarily serve elderly and disabled residents. IHA's remaining developments are family-site community developments and are located in Center, Warren, Perry and Wayne Townships.

2.2 ORGANIZATION

IHA is a quasi-governmental entity with its primary funding coming from the United States Department of Housing and Urban Development ("HUD"). IHA is generally operated independently of local city government and is governed by a nine (9) member Board of Commissioners.

IHA's day-to-day activities are lead and managed by its Executive Director. IHA has four (4) program departments and six (6) support departments, including a Strategic Planning and Development Department that manages IHA's real estate development and capital improvement programs. IHA employs approximately 130 staff with an operating budget of approximately \$15,000,000.00.

3.0 INTRODUCTION

3.1 COMPANY BACKGROUND

- Please provide a brief background on your company.
- Provide the address, phone and fax number, e-mail address, and business hours of your company's home office.

3.2 EXPERIENCE

- Please describe your company's experience in auditing and examining an entity's compliance and risk management requirements.
- Please describe your company's experience in dealing with Public Housing Authorities and other similar governmental entities.
- Please list any certifications, licenses and/or training that the company and its staff have that are relevant to auditing functions, the administration of public housing programs, grant tracking, performance reporting, project management, financial analysis, regulation enforcement, etc.
- Please provide the titles, background, training and experience of the individual(s) that will be assigned to IHA.
- Describe any characteristics of your proposed team that distinguish it from others.
- Describe how you propose to work with IHA (e.g., engagement methodology and management, customer service).

4.0 ENGAGEMENT

4.1 IHA EXPECTATIONS:

The following list includes, but is not limited to, the services and abilities that IHA expects the successful respondent to provide:

- Track and report all requested information to IHA's Executive Director (or his designee(s)), IHA's Board of Commissioners, and the U.S. Department of Housing and Urban Development;
- Operate at the direction of the Executive Director;
- All reports and updates will be in writing and provided monthly to the Executive Director;
- Perform routine analyses regarding the number of jobs created from IHA's various vendor contracts;
- Perform "spot checks" and reviews for Section 3 (i.e., 24 CFR 135) compliance on a quarterly basis;
- Perform routine examinations of procurement compliance for any IHA projects;
- Examine and provide reports on whether IHA is adhering to its Minority, Women, and Veteran Business Entity and workforce development goals;
- Verify that IHA is complying with the terms of its Amended Annual Contributions Contract including the Recovery Grant with HUD;
- Track and confirm that IHA is complying with PIH Notice 2009-12. Details of this notice is available at www.hud.gov/offices/pih/publications/notices;
- Perform spot audits to confirm that IHA is complying with Davis-Bacon Act requirements;
- Maintain a working knowledge of all Section 8 policies and practices;
- Maintain hardcopy files;
- Conducts spot checks of the accounting systems to insure accuracy and propriety on a quarterly basis;
- Initiates and conducts audits of financial records and control systems; Analyzes data obtained for evidence of deficiencies in controls, duplication of efforts, extravagance, fraud, or lack of compliance with laws, government regulations, and management policies or procedures.
- Conducts special studies for management such as those required to discover mechanics of detected fraud and to develop controls for fraud prevention, coordinating with IHA's Office of Special Investigations;
- Notify Agency and Insight Development of all audits and review findings and make all necessary corrections;
- Complete all Agency's annual certifications to include:
 - Submitting all reports in a timely manner
 - Completing all Home Loan Reports

4.2 RESPONDENT INVESTIGATIONS

Before submitting a proposal, each Respondent shall be responsible for making all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by IHA upon which the Respondent will rely. If the Respondent receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of insufficient knowledge of such conditions and requirements be accepted as a basis for any claim whatsoever by the Respondent for additional compensation. Any of the information and intellectual properties provided to IHA as a part of this process becomes the property of IHA.

5.0 GENERAL CONTRACTUAL PROVISIONS and RELATED PROPOSAL TERMS:

The successful Respondent (Contractor) should expect, among other contractual provisions, the following provisions to be required as a part of the contract between IHA and the successful Respondent. Furthermore, IHA reserves the right to modify any of the provisions in order to comply with Federal, State, local law and regulation, or IHA's administrative policies.

5.1 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of IHA.

5.2 APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Indiana, and any litigation with respect thereto shall be brought in the courts of Marion County Circuit Court, in Indianapolis, Indiana. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

5.3 CONFLICT OF INTEREST

The Contractor, by responding to this request, certifies that to the best of its knowledge or belief, no appointed official or current employee (or former employee within the last 365 days) of IHA is financially interested, directly or indirectly, in the offer of services specified in this request by the Contractor.

5.4 CONTRACT TERM AND REQUIREMENTS

It is IHA's intent to develop an ongoing contract for the services specified herein, contingent upon the appropriation, receipt and sufficiency of funds. IHA shall be the sole determining body regarding the sufficiency of funds. The contents of the proposal submitted by the successful Respondent, with any amendments or subsequent revisions, will become part of the resulting contract.

5.5 DEBARMENT

By submitting a response, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or PHA of the State of Indiana, or by any PHA or any Department of the Federal Government. Responder also certifies that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or PHA of the State of Indiana or by any PHA or any Department of the Federal Government.

5.6 EXPENSES INCURRED IN PREPARING PROPOSAL

IHA accepts no responsibility for any expense incurred by any of the respondents in the preparation and presentation of the proposals. Such expenses shall be borne exclusively by the respondents.

5.7 FAILURE TO DELIVER

In the event of failure of the Contractor to deliver the services in accordance with the contract terms and conditions, IHA may procure the services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver may result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting quotations, bids or proposals to IHA for a maximum of three (3) years. These remedies shall be in addition to any other remedies that IHA may have available.

5.8 PRINCIPAL PERSONNEL

Principal or key personnel included in the proposal may not be substituted without prior written approval of IHA. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. Approval of substituted personnel will not be unreasonably withheld by IHA.

5.9 RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to IHA, the same amount may be deducted from any sum due the Contractor under the contract. The rights of IHA are in addition and without prejudice to any other right IHA may have to claim the amount of any loss or damage suffered by IHA on account of the acts or omissions of the Contractor.

5.10 PUBLIC INFORMATION

Please note that certain information contained in a response presented to IHA as a result of this RFQ may be subject to a public records request by a third party. Responder should indicate any information that is considered intellectual property or proprietary. However, Responders shall be advised that information may not be protected based on current applicable federal or state laws.

5.11 RESERVATION OF RIGHTS

IHA may (1) amend or modify this RFQ, (2) revise requirements of this RFQ, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, and (6) cancel this RFQ, in whole or in part, if IHA deems it in its best interest to do so. IHA may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for their expenses incurred in the preparation of a response or otherwise.

5.12 UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by IHA to create a condition that threatens the health, safety, welfare or reputation of its staff, the IHA organization, or the community, the Contractor shall, upon being notified by IHA, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, IHA shall have the right to order the correction of the deficiency by

separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, as a matter of convenience, IHA reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

5.13 FORCE MAJEURE

The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

5.14 FAIR LABOR STANDARDS

By the submission of a proposal, the Contractor certifies that the Contractor providing the service(s) will, in the execution or performance of such a contract, maintain fair labor standards as defined in the Statutes of the State of Indiana and the U.S. Federal Government.

5.15 INDEPENDENT CONTRACTOR and DUNS NUMBER

The Contractor will be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of IHA; and IHA will at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. Moreover, the Contractor will be required to have a DUNS number by the time of contract execution between the IHA and the Contractor.

5.16 INDEMNIFICATION

The Contractor covenants to save, defend, keep harmless and indemnify IHA and all of its officers, commissioners, departments, organizations, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost—including court costs and attorney's fees, charges, liability and exposure, however, caused—resulting from, arising out of, or in any way connected with the Contractor's services, benefits, provided coverage, negligent performance or nonperformance of the terms of the contract, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of medical care or any acts, errors or omissions.

5.17 NONDISCRIMINATION

By submission of the proposal, the Contractor certifies that the Contractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, conditions or privileges of employment, because of his/her race, color, religion, sex, disability or national origin, as applicable to State and Federal Regulations.

5.18 FAILURE TO ENFORCE

Failure of IHA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of IHA to enforce any provision at any time in accordance with its terms.

6.0 RESPONSE FORMAT

To ensure fair and equitable evaluations, proposals should be organized, indexed and tabbed into the sections as set forth in this request for proposals.

A separate section for the proposed costs of the proposed plan should be clearly identified and provided.

In addition, a concise statement addressing why the IHA should select your firm for the specified services should be included.

7.0 REVIEW AND ASSESSMENT

Companies submitting a proposal in response to the RFQ may be required to give an oral presentation to IHA representatives. IHA's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. IHA reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations or interviews. Proposals will be evaluated on the following criteria:

1. The respondent's qualifications and successful experience providing the specified services to local government units or other entities of similar size and scope.

2. The value (costs/benefits) of the respondent's service offerings and ability to meet IHA's needs.
3. The respondent's willingness and ability to provide acceptable service offering at a competitive market price/rate.
4. Completeness of respondent's response to this RFQ. The respondent may be required before the award of any contract to show to the complete satisfaction of IHA that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The respondent may also be required to give additional past work history and references in order to satisfy IHA with regard to the respondent's assigned personnel. IHA may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the respondent shall furnish to IHA all information for this purpose that may be requested. IHA reserves the right to reject any response if the evidence submitted by, or investigation of, the respondent and assigned personnel fails to satisfy IHA that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the respondent's proposal shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the respondent and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the respondent; and
4. If applicable, the quality of performance of previous contracts or services.

[MBE/WBE/DBE](#)

IHA supports the effort and goals of the City of Indianapolis to further contracting opportunities to traditionally disadvantaged firms. As a part of its efforts, the IHA strongly encourages the participation of these firms and/or

the partnering with MBE/WBE/DBE firms in this proposal process. Further information is provided in the policy statement detailed below.

KEY STAFF

Included, shall be a Self-Certification verifying that the company and its proposed team members are not disbarred, suspended, ineligible, or voluntary excluded from representing federally funded entities including but not limited to the Indianapolis Housing Agency.

SCORING/EVALUATION OF QUOTES

A committee of IHA's staff will grade proposals based upon the following criteria:

1. Verifiable experience in the identified areas of "expectation"; references, integrity, compliance with public policy, record of past performance, and financial and technical resources. The ability, capacity, skill, and financial resources to perform the work or provide the service required.

0 to 30 points
2. Narrative response to RFQ Sections. Including a narrative that provides a concise statement addressing why the IHA should select you or your company for the specified services. In addition, it should include a description of the scope of service.

0 to 25 points
3. Proposed contract price/fee schedule

0 to 35 points
4. MBE/WBE/DBE Certification or MBE/WBE/DBE partnership/team or hiring in role of sub-contractor

0 to 5 points
5. Section 3 Plan with dedicated hiring
 - Item a: Employment; or
 - Item b: Training/ educational fund

0 to 5 points

TOTAL

0 to 100 points

8.0 AWARD:

Subject to certain conditions, an award will be made to the responder whose proposal is most advantageous to the IHA.

9.0 CONDITIONS:

IHA has set the following conditions:

1. A Contract will be required with successful responder(s).
2. Contracts will be for one (1) year and may be renewed up to two (2) years.
3. IHA reserves the right to reject any and all proposals and waive any minor informalities or irregularities in the RFQ process. IHA shall be the sole judge of these minor irregularities. Lateness of submission is not considered a minor informality
4. IHA reserves the right to negotiate with one or more responders and as a result of the RFQ evaluation process enter into a “best and final” negotiation with one or more responders.
5. IHA reserves the right to request an interview with any and/or all of the responders in order to finalize any decisions.
6. IHA will consider non-responsive any submittal for which critical information is lacking or the submission represents a major deviation from the RFQ.
7. IHA reserves the right to request additional information from any responder after the submittal deadline.
8. Any solicitation or lobbying directed at any IHA staff, Board of Commissioners or agents is prohibited and is grounds for the disqualification of the proposal.
9. Responder shall provide the earliest possible start date from “Notice to Proceed.”
10. The “Rate Schedule” should include fees, “reimbursables”, profit and overhead. This information shall be deemed confidential and will be used by IHA staff only. This information is required in accordance with U.S. HUD Handbook 7460.8, Rev.2. Furthermore please note that costs must be reasonable and necessary. The IHA will analyze the proposal for allowable costs in accordance with OMB Circular A-87.
11. The person signing the proposal must be authorized to commit the applicant and to conduct negotiations or discussions if requested or required, or both.

12. The IHA assumes no liability for any costs incurred by responders in the preparation and delivery of a proposal in response to this RFQ, or attendance of any subsequent meetings relative to responding to this RFQ.
13. Responder shall provide proof of current insurance to include, but not be limited to, malpractice, general liability, errors and omissions and workers' compensation.
14. All contracts may be subject to approval by IHA's Board of Commissioners and/or HUD.
15. IHA reserves the right to make multiple contract awards all to the benefit of the IHA.
16. Firms may elect to submit only one proposal for one of the service areas or a proposal for all or multiple areas.

MBE/WBE/DBE POLICY:

It is the policy of IHA to encourage responses from Minority, Women and Disadvantaged Business Enterprises or partnerships made up of or that include MBE/WBE/DBEs. It is the goal of IHA to increase its' MBE/WBE/DBE contract base and to follow the goals of the City of Indianapolis. A responder who is an MBE/WBE/DBE or who has plans to use an MBE/WBE/DBE as a subcontractor or partner in the response and the MBE/WBE/DBE has not been certified as a MBE/WBE/DBE, it shall submit a certified application for such MBE/WBE/DBE. **Any responder who receives points for using an MBE/WBE sub-contractor or service provider and fails to utilize them will be considered in default of the contractual agreement with the IHA. The IHA reserves the right to terminate the agreement and contract with another responsive and responsible party.** The potential MBE/WBE/DBE must become certified by the responder's local authority/DEO to count toward the attainment of the IHA's MBE/WBE/DBE goal. Local responders that are MBE/WBE/DBE are encouraged to register through the City of Indianapolis, Department of Equal Opportunity at 200 E. Washington St. City-County Building, Suite 1501 Indianapolis, IN 46204; Attn: Bob Ransom.

SECTION 3:

Prospective responders are advised that this project is a Section 3 covered project as described in 24CFR135.

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by the execution of a contract, the parties to a contract with the IHA certify that they are under no contractual or other impediments that would prevent them from complying with the part 135 regulations.

The IHA's Section 3 Work Plan and related documents are available on the IHA's website at www.indyhousing.org under "Contracting Opportunities."

COMPLIANCE WITH E-VERIFY PROGRAM

Compliance with E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- CONTRACTOR and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its Subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation with thirty (30) day period, OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.
- If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

- CONTRACTOR shall, prior to performing any work, require each Subcontractor to certify to CONTRACTOR that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If CONTRACTOR determines that a Subcontractor is in violation of this section, CONTRACTOR may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the Subcontractor.

QUESTIONS:

It is the decision of IHA not to entertain questions.

CONTENT:

All proposals shall contain the following:

1. A letter of interest.
2. A written narrative, in a point-by-point process or approach of the methodology/management in support of the issues and scope. A complete response shall be tabbed and indexed. Feel free to elaborate on any other information that you deem important or significant to the IHA's consideration.
3. Experience profiles to include similar work, address, telephone numbers, and contact persons.
4. Resumes of key staff assigned to the IHA.
5. Provide the names, addresses, and telephone numbers of at least two (2) individuals or firms which may be contacted that use the services your organization.
6. MBE/WBE/DBE certification and experience, where applicable;
7. HUD forms 5369 B and C (On web site).
8. Non-Collusive Affidavit and Certificate of Non-Organizational Conflict of Interest (On web site).
9. Certificate of Non-Segregated Facilities (On website).
10. E-Verify Affidavit (On web site).
11. Any applicable licensing and/or certification.
12. Copy of current certificate of insurance to include general liability and vehicular
13. Section 3 Plan completed (On website).

14. EEO Policy Statement: Each responder must include with its proposal a certification signed by an officer of the firm indicating its firm's understanding of the provisions of the City of Indianapolis' Equal Employment Opportunity Program and the firm's assurance of non-discriminatory treatment of employees in their hiring practices because of race, age, color, religion, sex or origin. Each responder must also complete a self-certification concerning its policy and EEO compliance.
15. Rate Schedule to include fees, hourly rates, profit and overhead (profit and overhead should be delineated as a percentage of the gross fee proposed. The IHA recognizes that some or all of this information may be proprietary and will deem this information as confidential).

The IHA required forms are available on the IHA's web at www.indyhousing.org "Contracting Opportunities" link.

Omission of any of the aforementioned documents or certifications will render the proposal non-responsive.

DEADLINE AND SUBMITTALS:

An original, stamped as such, and six (6) copies are due at the IHA's office at 1919 North Meridian Street, Indianapolis, IN 46202, on Thursday, October 27, 2011, on or before 3:00 P.M, local time, Attn: Diane Padgett. The packages will not be publicly opened nor read aloud.

Packages arriving after 3 PM, local time will not be accepted and/or will be returned unopened. **IHA is the sole determinant of timeliness.**

Copies must be packaged in sealed envelopes with the RFQ title, and responder's name and address.

The Indianapolis Housing Agency is an equal opportunity employer and contractor.

END OF PROPOSAL