



REQUEST FOR PROPOSALS

for

HOUSING COUNSELING AGENCIES

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: April 25, 2016

RESPONSE DEADLINE: May 25, 2016, 5:00 PM EDT

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PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Indiana Housing and Community Development Authority seeks requests proposals from qualified housing counseling agencies that are HUD certified and members of the Indiana Foreclosure Prevention Network to provide services under the Indiana Hardest-Hit Fund Unemployment Bridge Program (“HHF”) as specified in this Request for Proposals (“RFP”).

*Note that IHCDA may select multiple housing counseling agencies under this RFP.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

VISION

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

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

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

INDIANA FORECLOSURE PREVENTION NETWORK AND HADREST HIT FUND

The Indiana Foreclosure Prevention Network (“IFPN”) is a statewide multi-agency collaboration, committed to actively addressing Indiana’s foreclosure crisis through a variety of methods. The Indiana Housing and Community Development Authority (IHCDA) created the Indiana Foreclosure Prevention Network (IFPN) in 2007 to address Indiana’s overwhelming foreclosure problem. Each year, IFPN adds to its toolkit of resources to help Indiana overcome the devastating impact of foreclosure on Hoosier communities. IFPN continues to serve Hoosiers through its helpline and partner website which connect troubled borrowers to housing counselors. Since 2007, IHCDA, through IFPN, has been able to leverage state and federal funding to grow numerous partnerships to address the foreclosure crisis. These partnerships have resulted in programs, such as the Legal Representation Program and Mortgage Foreclosure Trial Court Assistance Project. These programs have worked extensively with IFPN’s network of trained foreclosure counselors to offer a multi-faceted approach to addressing foreclosure. Through state and federal funding, IHCDA has been able to leverage additional dollars, media, and grassroots initiatives that have resulted in more than 20,000 borrowers annually contacting IFPN helpline for foreclosure prevention assistance. IFPN is committed to actively addressing Indiana’s foreclosure crisis through a variety of methods.

INDIANA HARDEST HIT FUND

In 2010, the U.S. Department of Treasury established the Hardest Hit Fund (HHF). The purpose of this program is to provide financial assistance to families in the states most impacted by the downturn of the housing market. To date, Indiana has received more than \$250 million of this funding to assist approved homeowners who have fallen behind on their mortgage payments due to an involuntary financial hardship. Indiana’s HHF program, launched in May of 2011, covers principal, interest, taxes and insurance for eligible homeowners while they are seeking employment, stabilizing income, or otherwise addressing their hardship. The program may also assist eligible homeowners with lowering their monthly mortgage payments, or help eligible homeowners transition out of a home for which the mortgage payments are no longer sustainable. As of March of 2016, IHCDA had provided more than \$100 million in assistance to over 7,000 Indiana homeowners. IHCDA plans to assist more than 10,000 homeowners who are experiencing financial hardship and are at-risk of mortgage loan default or foreclosure.

For more information on the HHF program, please visit www.877gethpe.org.

3. SCOPE OF SERVICES

I. Overview of Services and Responsibilities

The primary duties of the housing counseling agencies to which this RFP is directed (each, a “Housing Counseling Agency”) are to provide trained, knowledgeable counselors having technical expertise in the areas of consumer credit and budget counseling, debt management and foreclosure mitigation counseling to work with IFPN clients who wish to apply to HHF.

II. Specific Services and Responsibilities

- A.** Identifying borrowers who are facing foreclosure as a result of an involuntary financial hardship(s) encountered since purchasing the home;

- B. Preparing a detailed budget and action plan, gathering documents for eligibility purposes and making recommendations whether HHF would best benefit the homeowner. Note: Borrower should be screened for eligibility under HAMP, in addition to the HHF.
- C. Working directly with the borrower and lender to review the qualifications under HHF so as to customize a solution for each applicant;
- D. Maintaining electronic records (through IHCDA-designated web-based software system) on eligible borrowers;
- E. Electronically imaging all eligible borrower documentation for transmittal to IHCDA for review and final determination of eligibility. Note: Prior to submission of an HHF application to IHCDA, a one-hour face-to-face meeting or meeting through video conferencing must take place;
- F. Remaining the borrower's primary point of contact and providing follow-up monitoring for a period of twelve months after the assistance period.
- G. It is projected that more than 10,000 homeowners will participate in HHF; however, IHCDA makes no assurance that these projections will be realized.

III. **Payment Schedule**

- A. **HHF:** HHF allows for payment(s) to Housing Counseling Agencies per approved case. Payment will be as follows:
 1. \$100 for each HHF pre-eligible client. Note: The web-based software provided by IHCDA will do an initial screen on all clients requesting foreclosure prevention assistance to see if the client is conditionally eligible for HHF assistance. This payment applies only to those conditionally eligible clients;
 2. HHF Approval fee of \$325 for each HHF application that is approved by IHCDA and the loan closes.
 3. \$275 for each initial Complete Application Submission per client. Housing Counseling Agencies are eligible to claim this fee only for applications that are certified complete by the IFPN staff;
 4. \$275 for each Complete Application Submission for returning borrower application. Housing Counseling Agencies are eligible to claim this fee in cases where a previously approved and funded borrower who has exited the program returns with a new hardship and a newly updated complete application is submitted to IHCDA. IFPN staff must certify that the application is complete;
 5. The maximum HHF payout that Housing Counseling Agencies are eligible to receive is \$700 per client, unless the client is a return borrower as specified in Section III.A.4. (above) in which case the maximum payout is \$975.
- B. **IFPN:** IFPN through the NFMC Program and State funding, allows for payment(s) to Housing Counseling Agencies per approved case. Payment will be as follows:
 1. Level 1 counseling fee of \$180 per client upon completion and documentation of required Level 1 counseling steps.
 2. Level 2 counseling fee of \$360 per client upon completion and documentation of required Level 2 counseling steps.

3. Level 4a counseling fee of \$360 per client upon completion and documentation of required Level 4a counseling steps.
4. Level 4b counseling fee of \$180 per client upon completion and documentation of required Level 4b counseling steps.
5. Program administration fee of \$40 per unique client file, not to exceed 10% of contract total.

IV. Sources of Funds

Housing Counseling Agencies are prohibited from receiving payment under this Contract for any counseling activities for which it has billed, is planning to bill, or has received payment from the U.S. Department of Housing or Urban Development (“HUD”) or vice versa. Accordingly, any such expenses shall be deemed “ineligible”. If a Housing Counseling Agency receives payment from a client through the IFPN, it is not allowed to receive funds for that client through the MHA Outreach and Intake Project, or vice versa.

4. RFP TIMELINE

Monday, April 25, 2016	Solicitation and Publication of RFP
Wednesday, May 25, 2016 (5:00 p.m. EDT)	Deadline for Proposal Submission
Friday, June 3, 2016	Notification of Tentative IHCDA Selections
Thursday, June 23, 2016	Selections Taken to Board for Approval

PART 2

RFP PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

Credentials

- Must be able to track funding sources associated with this RFP separately.
- Must have HUD certification or be an affiliate of a HUD certified agency; and
- Must have previous experience with IFPN and HHF Programs.

3. QUALIFICATIONS EVALUATION CRITERIA

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

1. Compliance with requirements of this RFP;
2. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP;
3. Experience of the Respondent;
4. Respondent's past performance IFPN/HHF and other IHCDA grants and programs; and
5. Demonstrated understanding of IFPN/HHF and proposed strategy for management.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected respondent, has been determined to be responsible. A responsible respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and

9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

5. RFP 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 2 of Part 2** of this RFP, entitled “**Minimum Requirements/Responsive Respondent**”. Therefore, Respondent must review **Section 2 of Part 2** of this RFP 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 RFP.

1. Name, address, phone number, fax number, email address, and brief description of firm (1-2 pages). Listing of what counties firm would provide services in. **If the firm does not have physical presence in a county, it should explain how it plans to establish one for the HHF.**
2. Résumés of key personnel to be assigned to this project, highlighting skills, abilities, and knowledge relating to the delivery of the proposed services (1-3 pages). Please also include copies of proof of Indiana HELPS certification for any key personnel, as applicable.
3. A one (1) page narrative as to firm’s skills, abilities, and knowledge relating to the delivery of the proposed services (1 page).
4. Two (2) or more firm references (1 page). At least one (1) of the references must deal directly with the firm’s delivery of housing counseling services.
5. Description of services provided to or for IHCD within the past five (5) years by firm (1-2 pages).
6. Description of services to be provided by the firm which meet the services requested by the Scope of Work section of this RFP (2-4 pages).
7. Cost of providing services listed in the Scope of Work (1-2 pages). This should be comprehensive and should include all administrative costs and any transaction costs associated with the services.
8. Financial statements for previous two (2) years, at least one year audited (2-3 pages).
9. Proof of HUD certification or affiliation with HUD certified agency.

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

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

Mark Neyland, Director of Asset Preservation
Indiana Housing and Community Development Authority
30 South Meridian, Suite 1000
Indianapolis, IN 46204
MNeyland@ihcda.in.gov

The deadline for submission is May 25, 2016 at 5:00 PM EDT.

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

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **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.
- 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 RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public

servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select respondent. Further, IHCDCA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.

- 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 IHCDCA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent if selected, agrees to comply with the following federal regulations and requirements:

- A. Must meet Minimum National Industry Standards for Homeownership Education and Counseling – Foreclosure Intervention Specialty.
- B. Must have completed an independent audit within nine months of the completion of its most recent fiscal year. If Respondent has revenues less than \$300,000 annually and receives less than \$25,000 in NFMC funding, the Respondent may submit a Review Statement or Compilation Statement in lieu of independent audited financial statements.
- C. Must have internal privacy/confidential information policy, which includes policies required under the May 25, 2010 Memorandum from NeighborWorks America on the subject of protection disposal of personal information (http://www.in.gov/ihcda/files/NFMC_Program_Protection_and_Disposal_of_Client_Information.pdf), as amended. The Respondent agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to the Respondent by Clients.
- D. Must ensure that counseling offices and services will be accessible to persons with disabilities, or have a referral list for clients that need accessibility if its building does not provide access. If

Respondent does not provide translation services, it must access translation services through Language Line Solutions using IHCDA's account.

- E. To the greatest extent practicable, all equipment and products purchased with funds under this Contract shall be in compliance with the requirements of the Buy American Act (41 U.S.C. § 10).
- F. The Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.) as applicable.
- G. Must provide all clients a disclosure statement that explicitly describes the various types of services provided and any financial relationships between the Respondent and any other industry partners. The disclosure must clearly state that the client is not obligated to receive any other services offered by the Respondent or its exclusive partners. The Contractor must allow client access to its privacy policy statement and document receipt of the privacy statement in the client's file.
- H. Must ensure no financial barriers would prohibit clients from receiving foreclosure mitigation counseling services through IFPN, the Contractor agrees not to charge fees (service fees, membership fees or otherwise) to any foreclosure or delinquency counseling clients in exchange for foreclosure counseling services. Contractor may charge a nominal fee for pulling credit reports if the cost does not deter clients from seeking counseling.
- I. Must comply with the quality control and compliance measures consisting of site visits, file audits, and other measures to ensure compliance.

3. RFP TERMS AND CONDITIONS

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

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.

- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.

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<<TYPE SERVICE>>

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 RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____