REQUEST FOR PROPOSALS

for

BUDGETING AND REPORTING SOFTWARE

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

317-232-7777

RE-ISSUE DATE: December 12, 2022
RESPONSE DEADLINE: January 17, 2023, 5:00 PM EASTERN TIME

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PART 1 SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS ("RFP")

The Indiana Housing and Community Development Authority seeks to contract with a contractor to provide budget and performance management and financial reporting software as detailed in the Scope of Services section of 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.

IHCDA has the need to account for funds separately. IHCDA has the following four (4) funds that comprise IHCDA's consolidated financial reporting: General Operating Fund, State and Federal Program Fund, and two (2) bond funds – Single Family and Mortgage-Backed Securities. IHCDA will need to budget capital purchases, revenues and expenses across these funds.

3. SCOPE OF SERVICES

IHCDA is in search of a budgeting software that will accommodate the security, workflow, budgeting & forecasting, monitoring, and reporting needs of the organization.

IHCDA budgets annually for its General Operating needs, and provides monthly reporting and provides a quarterly update on results. IHCDA budgets for multiple departments and programs which includes shared and direct FTE's costs, shared and direct expenses as well as capital purchases, which consists primarily of software and software development expenses.

The General Fund encompasses sixteen (16) departments. The Federal Program Fund encompasses forty-six (46) programs. Some direct costs are charged directly to the specific department or program. Then, there are shared costs that are allocated based upon hours worked to each of the departments or programs. There are rare instances when a single invoice is split between two programs based again upon the hours allocated to different persons that benefited from or used the services or product (e.g., training). Currently, Excel is being used to allocate salaries and shared costs and these expenses are populated into revenue / expense templates. These templates are then sent to the budget owners to so they can add their projected direct costs. Each of these individual templates are then summarized for the preparation of the Annual General Operating Budget that is submitted to the Board of Director for approval. Then an import file containing the approved budget is created and imported into Micro-Soft Dynamics Great Plains ("GP"), IHCDA's present financial system. To create this import file, the contents of the individual templates for each of the fifty-two (52) templates must be manually accumulated to populate the budget component of GP. Reporting is then generated from Management Reporter, the current financial reporting software package, which is used for the monthly reporting to monitor revenues and expenses by the Executive Team and each of the assigned budget owners. Templates and monthly reporting are circulated by using Microsoft Teams.

IHCDA's priorities include, but are not limited to, the following:

- Replacement of IHCDA's use of numerous Excel spreadsheets with an out-of-the-box configurable solution (We have attached a current state process map in **Exhibit (B)**, which depicts our current processes.);
- Converting/Importing prior and historical data from the Excel spreadsheets into the software;
- Build interfaces from IHCDA's for our financial system (currently Microsoft Dynamics Great Plains);
- More efficient and standardized compilation (use of a multi-purpose form), and reporting of the budget components; and
- Development of security roles, approvals, and workflow within a more standardized process;

IHCDA will have the availability to implement the system in the window starting April 24, 2023 and would require a hard "go live" date of August 7, 2023.

Respondent may submit a proposed implementation plan with its proposal/response.

Budget Software and Technical requirements and Scoping document have been detailed out in **Exhibit (A)** attached hereto and incorporated herein. Respondent must submit its responses to Exhibit A with its proposal/response to this RFP.

4. **RFP TIMELINE**

December 12, 2022	RFP released to the general public.
December 19, 2022	IHCDA will host a virtual informational and informal question-and-answer session via Microsoft Teams. The URL will be posted on IHCDA's website and will also be available upon request.
December 19,2022	Questions from potential respondents concerning RFP due to IHCDA by 5:00 p.m. Eastern time. Questions may be submitted via email to bgarard@ihcda.in.gov with the subject line "RFP Questions".
December 20, 2022	IHCDA will post Q&A to website based on respondent questions received via the Teams meeting and email.
January 17, 2023	RFP responses due back to IHCDA.
January 20, 2023	IHCDA will review responses and select vendors to present system demo(s)
January 23, 2023	Selected respondents will be notified of the day and time for a presentation.
January 25-February 6, 2023	Selected respondents will be asked to conduct presentations for IHCDA.
February 10, 2023	Final selection will be made.
February 10, 2023	Notification to finalist will be made.
March 1, 2023	Contract start date

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 for implementation and ongoing contact personnel:

- Bachelor's degree; and
- Preferably a Master's degree in Accounting with technical systems expertise; and
- Preferably 5 years relevant experience in any of the following areas:
  Accounting, Budgeting and Financial Reporting conversions

Experience

Additional experience pertaining to the following will also be weighed heavily in the selection process.

- Knowledge of Governmental budgeting requirements
- Knowledge of financial, payroll, and data systems, preferably the ones presently used by IHCDA
- Cost Allocation methodologies and plans for State and Governmental entities
- Preferably, experience and knowledge with State Housing Authorities

Software

- The Respondent's software must meet the standard requirements set forth in Exhibit A.
- Respondent's software must be able to export IHCDA's data as described below. Upon the expiration or termination of any contract that Respondent enters into with IHCDA pursuant to this RFP, the Respondent must export IHCDA's data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

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. Strength and longevity of client references
5. Demonstrated understanding of governmental budgeting / cost allocation methods
6. Competitive fee, e.g., to include a list all of the pricing options/models that you offer, e.g., term licensing, software-as-a-service, commercial open source, or other not mentioned. Separate the cost of the "ongoing software charges" from the

"implementation" costs. Provide details on the costs for the implementation. Also, include any ongoing maintenance costs or any other anticipated expenses that will affect the pricing presently, and in the future.

7. At no additional cost to IHCDA, Respondent agrees to support and maintain the software and provide the following services: (1) technical support to IHCDA via phone and e-mail; (2) training, as needed; (3) upgrades, updates, and patches to the software. In addition, Respondent shall fix all latent software bugs to the software and provide IHCDA with new versions of the software released by Contractor during the term of its engagement with IHCDA, at no additional cost to IHCDA

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.
10. Preserve the confidentiality of the data.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below and must review **Section 2 of Part 2** of this RFP, entitled **"Minimum Requirements/Responsive Respondent"**. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

1. Respondent's Proposal.
2. Demo (Respondent must confirm that it will be able to provide a demo).
3. Client References (at least three (3)).
4. Experience with governmental budgeting/cost allocation methods (describe).

5. Exhibit A (complete each tab).
6. Implementation Plan (plan to implement priorities set forth in Scope of Services set forth in Section 3 of Part 1 of this RFP).
7. Knowledge of financial, payroll, and data systems, preferably the ones presently used by IHCDA (describe experiences with these systems).

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.

Brennen Garard
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Indiana Housing and Community Development Authority
30 South Meridian, Suite 1000
Indianapolis, IN 46204
bgarard@ihcda.IN.gov

The deadline for submission is January 17, 2023, at 5:00 PM Eastern Time.

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

1. **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.

2. **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.

3. **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.

4. **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 RFP.
   - **B.** A list of all vendors who received the RFP.
   - **C.** The name and address of each respondent.
   - **D.** The amount of each offer.
   - **E.** A record showing the following:
     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 RFP itself to be made available for public inspection.

5. **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.

6. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select respondent. Further, IHCDA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.

7. **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. The decision of the Compliance Officer is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

a. Cost principles and internal controls set forth in 2 CFR 200.
b. 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.
c. 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.
d. 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."
e. 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.
f. 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.

g. 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.

h. 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).

i. 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.

j. 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.

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.
    i. The Respondent understands that IHCDA will enter into contract preparation activities with the respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
    ii. Cease all activities with that respondent.
    iii. Begin contract preparation activities with the next highest ranked respondent.
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.
N. Respondent agrees that IHCDA owns all of the data that it imports, populates or otherwise adds into the Respondent's software. Therefore, upon the expiration or termination of any contract that Respondent enters into with IHCDA pursuant to this RFP, the Respondent must export IHCDA's data from its software to IHCDA in a secure and useable format that would be able to be readily imported into another system in conformance with industry standards.

<<TYPE SERVICE>>

4. QUALIFICATIONS 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: _____

EXHIBIT (A)

INSTRUCTIONS TO BIDDERS:

Budget Software Requirements - BUSINESS & TECHNICAL

This Excel document contains details of the business and technical requirements of the proposed Budget Software solution. The "Value" column indicates the value placed on each requirement.

There are two possible values:
M = Mandatory
D = Desirable

Proponent responses must be one of the following:

No – No further description is required; however, Proponents may wish to include additional information in the response. A "blank" response shall be accepted as a "No".

Yes – This response means that the product currently meets a requirement and that it is fully functional in the software product being proposed.

Proponents should indicate in each response if either:
There are any limitations in the proposed software in relation to the functionality requested in the requirement.

The software being proposed meets the requirement only with significant configuration, customization, and/or use of associated third party software.

Proponents are required to use the table format/tabs herein to respond to each item listed as part of their submission.

EXHIBIT (A)

Company Info

Requirement	Value	Proponent Response
Company website URL	M	
Name of Parent Company (if applicable)	M	
Headquarters location	M	
Are all aspects of your business performed at this location?	M	
Location and hours of office servicing this account (include time zone)	M	
Type of business i.e. Corp, Sole Proprietor etc.	M	
Length of time in business	M	
Describe the products and services you offer?	M	
Total number of full time personnel	M	
Number and location of current full-time personnel in:		
Customer and software support	M	
Installation and training	M	
Product Development	M	
Sales, Marketing and Administrative Support	M	
Average length of tenure with company of current personnel in:		
Customer and software support	D	
Installation and training	D	
Product Development	D	
Sales, Marketing and Administrative Support	D	
How does your firm measure customer satisfaction? State current metrics regarding your most recent customer satisfaction survey.	D	
Name and version of the proposed software	M	
When did you begin licensing the proposed software?	D	
How many customers do you have using the proposed software?	D	
How many are local government customers?	D	
Do you have any Housing Authority clients?	D	
Number of installations of the proposed software within the last 36 months in a public sector organization	D	
Provide 3 references of customers similar in size, and scope.	M	
Address financial stability of your organization? Are you a profitable business entity?	D	
Have you had any terminations for default or litigations in the past five years?	D	
What is your value proposition? Why should your organization be chosen over other providers?	D	

Has your firm ever responded to an RFP, then withdrew your proposal before the RFP was closed or awarded	D	
We take our environmental responsibility seriously. Is your firm prepared to submit your response to this RFP in an electronic format - without the need for printed copies	D	
Describe your firms environmental initiatives.	D	
Has there been any material change in ownership structure at your organization within the last 24 months. If yes, please provide details.	M	
Is your organization currently in discussions with another company that could result in a material change in ownership within the next 12 months.	D	
Ability to perform a demo of the system capabilities	M	
Pricing details / options for implementation and ongoing usage	M	
Company software enhancement schedule / cycle	M	

EXHIBIT (A)

Budget Content & Data Sources

Requirement	Value	Comply (Y or N)	Proponent Response
CONTENT			
Create and track an unlimited number of budget forecast years.	M		
VERSIONS			
Maintain a budget data archive with access to historical budgets from an unlimited number of previous years.	M		
Create 'What-if 'representations of the budget.	M		
DATA SOURCES			
Online, real-time fully integrated system with the ability to support multiple users with many budget versions.	D		
Need to load historical information into the budget software. Specify the terms of how that information is loaded into the system…what is standard, what would cost extra, and is there training to allow the user to load the prior history outside the standard that comes with the implementation	D		
Ability to pull data from Great Plains(financial system) and excel.	M		
True Web based system with the ability for users to enter data via a web browser. Detail what exactly is installed on client workstations. Prefer subscription but would like to see both options	D		
Ability to re-caption out of box labels on screens and reports.	D		
Allow users to individually bookmark areas of the budget they need access to on a frequent basis. Please explain in detail.	D		
Ability for budget staff to upload budget data from external sources, including spreadsheets, without technical assistance.	M		
Provide a user-friendly query tool accessible to all system users. Users should be able to query proposed budget values, comments, accounts/GL objects, and available balance data at any level of the classification structure.	M		
Provide ability to perform logic-mapping functionality defining the relationship between department level measures and community wide service areas.	M		
Support cost driver-based budgeting including formula driven values.	M		
Provide tools to reconcile and budget/forecast for salary and benefit costs including:	M		
Salary and benefit planning by position. (including vacancies)			
Cost of Living and benefit rate calculations.			
Ability to add new/missing positions preferably with default budget information.			
Ability to easily move positions from one budget or department or cost center to another.			
Ability to split positions between multiple budgets (FTE's are split by as many as 40 dept and/or programs). This split needs to go both ways, e.g., to a program and possibly back to the dept.			
Provide the ability to secure budgets on a department by department or a budget by budget or program to program basis.	M		
Ability to capture Key Performance Indicators within the budget.	D		
Ability to enter the details for expense line items by event, project, e.g., one item as an example would include training:			
· Vendor / travel purpose			

· Location	M		
· Number of persons			
· Comments on what the expense represents: e.g., registration, airfare, hotel, meals, etc.			
· Commentary section to allow for explanations on training need and what benefit it might provide			
· Ability to slot the expenses into the applicable timeframe, month, spread, etc.			
BUDGET AMENDMENTS/CHANGES			
Provide an audit trail of budget changes tracking:			
· Who made the change	D		
· When the changes were made	D		
· A description of the change	D		
Record & report on changes made between budget versions.	D		
COMMENTARY			
Support the entry of descriptions, comments or notes to budget line items.	M		
Allow supporting documents to be attached to the budget line item from MS Word, Adobe PDF, or MS Excel, jpg, etc.	D		
Allow reviewers/approvers to add comments to budget request documents or budget line items.	D		
Allow for the viewing of all comments related to a given report or template.	D		
Staff Planning - replacement costs for essential employees			
Describe the process to upload flat files to retrieve salary information (ie. Full time employees, vacation entitlement, average wage rates, steps, prior years FTEs)	M		
Describe the process to build a staffing pattern to drive hours required. Does this come in the form of a template? Include a screenshot or example.	M		
Describe the ability to upload different scheduling template options e.g. 24 /7 shifts versus non shift (8hr days). Can multiple scheduling templates be used for the same jobs to accomodate seasonal patterns e.g. OR closures and slowdowns? Can the (distribution) spread be done according to seasonal patterns as well?	M		
Describe the ability to manage multiple different status types: FT, PT, Wknd Wkr, .8FTE, .9FTE, Temp, Interns, Casual, as well as the associated staffing complement and position control numbers	M		
Describe how your product is able to budget for dollars and hours for defined staff groupings	M		
Describe how your product is able to budget by departmental schedule for various types of shifts, i.e. 7.5 hour shifts, 11.25 hour shifts, standby, callback, etc.	D		
Describe how the solution defines Full Time vs Part Time FTE hours	M		
Describe the process of budgeting for different types of earnings per FTE (ie. Regular, vacation, state holidays, floaters, sick, training, orientation)	D		
Describe how your product is able to setup and supply various shift premiums (i.e. weekend, evenings, nights, overtime) to our employee groups for dollars and hours. How many different groups can you apply premium rates to?	D		
Describe the ability and the process to assign relief to job codes and assign days for replacement	D		
Describe the ability to assign different rates for the same position in different departments	D		

EXHIBIT (A)

Workflow

Requirement	Value	Comply (Y or N)	Proponent Response
Ability to establish a variety of roles within a workflow process.	D		
Allow different security for users based on the budget workflow process.	D		
Provide email notification as part of the workflow.	D		
Ability to administer the hierarchy of who the e-mails are distributed to, e.g., individuals, groups, etc.	D		
Ability to configure the e-mail with instructions on the notification to explain what has happened or is about to happen in our own vernacular	D		
Provide for a structured framework – a formal budget change tool - to deal with Amendments, Transfers, and other needed changes to the Operating and/or Capital budgets – with a dedicated workflow(s) and approval process separate and distinct from other approvals and workflows.	D		
Allow for formal budget changes to be created individually or bundled together and presented as a 'decision package'. Once approved, changes should be pushed into the affected budgets. Ability to reverse changes as necessary.	D		
Support for 'what if' analysis inside formal budget change tool.	D		
Automatically record (via report) when workflows have been triggered, indicating the user and the date. (Create and be able to report upon an audit trail of activity)	D		
Provide for a stage or phase in the budget development process whereby changes to that stage/phase are controlled via the formal budget change tool only.	D		

EXHIBIT (A)

Inter Departmental Transfers or Allocations

Requirement	Value	Comply (Y or N)	Proponent Response
Move or push dollars around the Operating budget, and even into the Capital budget in a structured and balanced fashion.	D		
Allocate or transfer costs/revenues by single line item, multiple line items, or complete cost centers/departments.	D		
Allow for circular allocations (where Dept. A may allocate to Dept. B, and Dept. B allocates back to Dept. A)	D		
Provide standard reports and/or graphs detailing all allocations/transfers.	D		
Ability to allocate/transfer by user selected GL Account types	D		
Ability to allocate/transfer only revenues, only expenditures, or the net amount (revenues less expenses).	D		
Ability to allocate/transfer by user selected Cost Driver. Typical cost drivers are; # of PC's, # of Square Footage, Hours worked, or percentages, etc.	M		
Ability for allocations to remain in balance, even if the original allocation has been modified. Allocations, regardless of the dollar amounts should always be in balance.	D		
Ability to "play with" budget dollar allocations, meaning the ability to work through an allocation but not actually commit it. Should the user decide, the allocation can at a later date be committed, and/or deleted.	D		
Ability to split positions between multiple budgets (FTE's are split by as many as 40 dept and/or programs).	M		
Ability to allocate salaries and shared costs by individuals or pools (groups of individuals)	M		

EXHIBIT (A)

Capital Budgets

Requirement	Value	Comply (Y or N)	Proponent Response
Create Capital specific report packages for the Executive Team or Board with configurable needs	D		
Report by funding source, asset types/classes, project status, major mile stones, etc.	D		
Track Operating impacts for each Capital Project and associate them to their respective Operating budgets or funding sources.	D		
Perform bulk edits on projects, such as moving selected projects to an approved stage.	D		
Allow users to select from a list of templates to create a new capital projects. (template to include common accounts used in a specific project type)	D		
Track actual costs against the budgeted amount for each Capital project.	D		
Provide ability to rank or prioritize projects based on user defined criteria.	D		
Attach documents and/or pictures to specified projects.	D		
Ability to enter notes/commentary for internal purposes.	D		
Managers should be able to create GL templates (form) that will automatically populate the GL accounts for budget purposes for users, based on the type of project they are creating.	D		
Access to the current year actual costs along with project-to-date actual costs.	D		
Ability to enter start and end dates for projects, along with their “year-identified.”	D		
Unlimited scenario budgeting at the project level.	D		
Reserve tracking with opening balances, funding requirements, contributions and closing balances for each reserve. Balances should be updated in real-time.	D		
Ability to associate each project to a project type, asset category, program or department for reporting purposes.	D		
Associating each project with a status, such as opened, on hold, cancelled, or closed.	D		
Available fields to enter free-form text related to a specific project. This information should be available on reports, if needed.	D		
Ability to relate/associate one project with another. For example, showing that a project proceeds or follows another project. This relationship should show up on reports.	D		
Support cost driver-based budgeting including formula driven values.	D		
Support increases/decreases to specific line items or project level for forecasting purposes.	D		

EXHIBIT (A)

Analysis, Forecasting & Reports

Requirement	Value	Comply (Y or N)	Proponent Response
Drill down on plan/forecast/budget values to underlying cost drivers.	D		
Drill down on actual values down to the invoice level within Great Plains	D		
Report writing tool is available with options to use pre-built templates or custom made reports.	M		
Ability for end users to create, customize, and maintain reports at the user level without the need for IT or programming resources.	M		
Provides multi-dimensionality reporting based on category code structure:			
· by year	M		
· by department	M		
· by cost center	M		
· by division	M		
· by account or object code	M		
Ability to create departmental salary/staffing reports that show individuals and/or positions, total compensation costs and FTE's.	D		
Provide reports with year to year comparisons. (budget)	M		
End user able to create and report on different scenarios for multi-year operating and capital budgets including:			
· 'What if' scenarios at the department, divisional, and corporate level	D		
· "What if" analysis/simulation based on changes in key inputs	D		
· Allow the end user to copy prior forecasts and analysis into current work to eliminate re-work	D		
Newly created scenarios are available to all users based upon security set-up.	D		
Provide reports with year to year comparisons (actual) by user selected level of detail or dimensions.	D		
Support the export of reports to MS Word, Excel, Power Point, or PDF.	M		
Allow end user to input explanations for system calculated variances that exceed the user defined variance threshold. (budget vs. actual, budget version and year-over-year)	D		
Ability to create report as a "template", i.e. create report once, and support delivery of same report over multiple mediums including Excel, Power Point, Word, Web, PDF, print, etc.	D		
Provide graphical analysis including displaying financial data as tables, graphs and charts.	M		
Allow all core system reports to be customized and ultimately saved as a separate reports on the system.	M		
Trend Analysis: reporting and onscreen views of two previous years' budget and actual costs, current year budget and actual costs, along with forecasted years.	M		
Access to multi-dimensional reports with dropdown menus.	D		
Provide a facility for Ad Hoc user reporting with filtering. Ability to save reports for future reporting. Reports should always be up-to-date and exportable to Excel, Word, Power Poimt, and PDF, at a minimum.	D		
Access to actual cost details as imported from the financial system.	D		
Allow for drill-through reporting into actual cost amounts and supporting document such as attached invoices.	D		
Side by side comparison of the budget at specific points in time. e.g. Approved vs. Amended budgets.	D		
Support well-defined, retrievable audit trails for data entry and edits including user and time stamps	D		
Ability to add additional fields at the line item level for the tracking of items such as strategic initiatives.	D		
Ability to restrict access to specific reports.	M		
Stage based reporting.	D		
Ability to sort, group and filter onscreen grids for analysis purposes.	D		

EXHIBIT (A)

Dashboards

Requirement	Value	Comply (Y or N)	Proponent Response
Ability for System Administrators and Users to establish Dashboards - graphical visualizations of important budget data	M		
Ability to restrict specific users from creating Dashboards.	M		
Describe the number of Dashboards that can be created	D		
Ability of any Dashboard to viewed by all system users, or restricted to a specific user, and/or a group of users.	D		
Ability to create Chart Types using the following elements:			
Line	D		
Area	D		
Bar	D		
Multi-Bar	D		
Horizontal Grouped Bar	D		
Line and Bar Combo	D		
Pie	D		
Bullet	D		
Describe the underlying technology used in the Dashboard	D		
Ability to display a webpage, either internal to the organization or a public website (example: Bing.com or CNN.com)	D		
Ability to display a report - either custom report or standard system report via the dashboard.	D		
Ability to arrange the dashboard placement as the user sees fit	D		
Ability to show information in a simple manner, by showing a simple number (example: Number of current Capital Projects on Hold)	D		
Ability to use the Dashboard feature to communicate with other users, via simple text images, and/or embedded video.	D		
Ability to show real time YTD budget vs actual for any department, or the organization as a whole.	D		
Ability to display elements of the budget which are approved, and those that are not approved.	D		
Ability drill down into underlying detail data from the dashboard	D		
Include a sample screenshot(s) of dashboards	D		

EXHIBIT (A)

Compilation & Consolidation

Requirement	Value	Comply (Y or N)	Proponent Response
Support the automated roll up and consolidation of budget by category codes, object codes, cost canters, departments and divisions.	M		
Support both “spreading” of budget across months or years and the ability to enter budget line items by month.	M		
Allow budget entry using Excel "like" formulas.	D		
Support the use of budget variables to drive budget line-items.	D		
Ability to apply advanced onscreen queries/searches of budget amounts across the entire organization for analysis. Ability to modify single and multiple line items from within queries, rather than on a budget by budget basis.	D		
Onscreen view of actual costs vs. budget amounts on a monthly, quarterly and annual basis. Should also be made available in reports	D		
Real-time viewing and access to budgets, regardless of where they sit within the approval process.	D		
Ability to apply increases/decreases at the line item, budget and corporate level. Changes made at one level should automatically be reflected at the other levels.	D		

EXHIBIT (A)

Performance Measures

Requirement	Value	Comply (Y or N)	Proponent Response
Do you have an integrated PM module. Please describe in detail.	D		
Is your solution web-based, please explain.	D		
Describe how your PM module interacts with the rest of your budgeting tool.	D		
Allow users to create an unlimited number of Performance Measurement Programs / Service Areas	D		
Allow users to create an unlimited number of individual Performance Measures	D		
Allow Performance Measures to be grouped into Performance Programs / Services	D		
Allow Performance Measures NOT to be grouped into Performance Programs / Services. Some Performance Measures will exist on their own and not belong to a Program or Service Area	D		
Create Scorecards of Performance Measures	D		
Describe the number and type of Units of Measures available in your solution.	D		
Can each individual Measure have it's own target?	D		
Describe how often data for targets can be entered	D		
Can we establish Thresholds for each measure?	D		
Describe the number and type of Thresholds and how they work	D		
Can we make each threshold color coded - green = good, red = critical, etc.	D		
Can revenue and expense data be integrated to minimize manual input?	D		
What type of Dashboard functionality is associated with your Performance Measures product?	D		
Describe how do you notify staff there input is needed for a particular Measure?	D		
Some of our measures are simple - population, however some of our measures are more complex and require mathematical calculations. Describe how your solution can handle this.	D		
Our Performance Measures Programs each have a logic model associated with them. Describe where in your tool can we replicate the logic model.	D		
Much of our data resides on spreadsheets (Excel). Can we import our Performance Measures data into your tool from Excel?	D		
Describe how your security model works for Performance Measures?	D		
Does your PM module support customer entered data fields?	D		
Does you PM module support statistical ledgers	D		
Can data be entered into the Statistical Ledger on a Monthly, Quarterly and Annual basis?	D		
Describe the benefits of your solutions Statistical Ledgers component	D		

EXHIBIT (A)

Technical Requirements

Instructions: **Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

Respondent's Name:

1.0.0 **Reporting**

1. Specify the report writing software used and the process for customizing reports.

2. Specify the ability for a user to filter and/or modify standard reports within the application.

1.0.1 **System Environment**

1. Describe the options you offer for hosted systems and how you handle downtime (unexpected and planned maintenance).

2. Describe your disaster recovery plan.

3. Describe how you handle use of multiple environments, such as: production, user acceptance testing, development, and training.

4. Describe how you handle migration of data or configuration between environments.

5. Describe how you handle upload and download of files for data integration.

6. Describe how you handle restricting access.

7. Describe how you handle authenticating users.

1.0.2 **System Database**

1. Describe what database platforms and versions you support.

2. Describe how you handle database upgrades and service packs.

3. Describe how you handle data archiving (the ability to archive data for a range of dates crossing yearly boundaries).

1.0.3 **Desktops**

1. Describe what desktop operating systems you support.

2. Describe what browser types and versions you support.

3. Describe what other desktop software that is needed (java, flash, etc.).

4. Describe how you support certifications with new versions.

2.4.13 **Integration**

1. Describe what functionality you offer in date integration with Microsoft Dynamics GP 2018 and SQL databases.

2. Describe the type of software tool used for designing interface programs.

3. Please list any other certification with other software providers.

4. Describe how you handle standard APIs and/or formats for importing and exporting data.

5. Describe how you handle the ability to schedule import information from Excel.

6. Describe the functionality to filter and manipulate data in imports and exports

2.4.14 Security

1. Describe what data security functionality you provide.

2. Describe how you handle secure data connections through web browsers.

3. Describe how the security functionality for importing and exporting files with the ability to securely connect to other databases.

4. Describe the types of security protocols supported.

5. Describe the firewall and antivirus software that is supported.

6. Describe how you handle secure connections for telephone or mobile services.

7. Describe how you support LDAP authentication.

2.4.15 Testing

1. Describe how you would provide a dedicated testing system for initial implementation and for phased rollouts and upgrades

2. Describe how you would handle migrating configuration and data to a test system.

3. Describe how you would handle staging test data in the system.

4. Describe how you would handle providing test plans and test scripts.

5. Describe how you would handle tools for tracking and monitoring test results.

6. Describe how you would handle a tool for promoting tested configuration to production.

2.4.16 Training

1. Describe how you would facilitate and help an agency/department provide change management expertise to help with communication and acceptance of the new system.

2. Describe how you would facilitate and help an agency/department provide standard training material on normal usage of the system.

3. Describe how you would facilitate and help an agency/department provide custom training development that is specific to the agency/department's use of the system.

4. Describe how you would facilitate and help an agency/department provide core team training classes on configuration and administration of the application.

5. Describe how you would facilitate and help an agency/department provide web based classes, FAQ, and Quick Reference guides.

6. Describe how you would facilitate and help an agency/department provide "Train the Trainer" classes and/or mentoring.

7. Describe how you would facilitate and help an agency/department provide repeatable e-learning based classes.

8. Describe how you would facilitate and help an agency/department provide full system training to all levels of the business.

2.4.17 Support

1. Describe how you would handle configuration and test support leading up to implementation of the new system.

2. Describe how you would handle pilot implementation, UAT, and Go Live support.

3. Describe how you would handle core team mentoring on configuration of the application.

4. Describe how you would handle design documentation for all aspects of the application including integrations.

5. Describe how you would handle core team mentoring on setting up pilot demos and UAT system.

6. Describe how you would handle Go Live support through a budget cycle.

7. Describe how you would handle post Go Live support with help desk and web based knowledge base.

8. What are the different levels and models of support and maintenance for the hardware and software?

9. Provide information about software upgrades, industry standards, and related training if there are changes over the life of the contract/product.

EXHIBIT (A)

Security

Requirement	Value	Comply (Y or N)	Proponent Response
User security should utilize Active Directory services.	D		
Ability to set up user permissions by pre-defined groups and roles.	M		
Support Windows pass-through authentication?	D		
Users should not need to enter an ID and password into the budget software once logged into Windows.	D		
Ability to set up access types (i.e. edit & read only) on a role or group basis?	M		
The System Administrator should have the ability to restrict user access at various stages of budget development.	D		
All system reports must be associated to each individual user's security and permissions set up. Reports not available to a user should not be visible to that user.	D		
Establish an unlimited number of security roles.	D		
System administration access – maintenance and update of user accounts.	M		
Ease of access to audit history /reports to clearly show changes in data.	D		
System administrator ability to selectively lock line items from change.	D		
System administrator can see all activity by user including last log in, reports opened and other non- data submission activities.	D		
Provide a current version of database schema.	D		

EXHIBIT (A)

PLANNING SCOPE OF WORK QUESTIONNAIRE for:

Indiana Housing and Community Development Authority (IHCDA)	Brennen Garard, Director of Accounting

Each box contains a "dropdown" , where you can choose your selection.

Briefly describe the objectives of this project (include your key budgeting challenges):

Purchase software that contains workflow management, user friendly input to the designated budget templates, ease of changes to add programs/departments, accumulation, reporting and potential user configurable dash board for budget/forcasting review & monitoring.

Briefly describe any areas of the financial plan that you are looking to redefine or evolve (e.g. add projects to the planning process, move to driver-based budgeting for expense planning, Reporting, Implement a Quarterly Rolling Forecast, include more Budget Managers involved in the process).

Add projects & capital (fixed assets, primarily software/hardware) to the planning process, move to driver-based budgeting for expense planning, reporting, include more Budget Managers involved in the process. Replace excel in the process and potentially replace the need for Management Reporter in the Budget and Financial Statement and ad hoc reporting processes

What is your timeline for this process to start implementation (Year and Month)?	2023	April
What is your timeline for this process to "go live" (Year and Month)?	2023	August
Does your entire organization operate with the same fiscal year? If No, Please Identify/Explain (i.e. 2 Fiscal Years: 1 = Dec and 1 = June)	Yes	IHCDA operates on one 12/31 year end
Is the budget created in Months, Quarters, and Years? If no, please identify time increment	Yes	We prepare an annual budget which is reported upon monthly with quarterly budget reporting/meetings
Approximate number of users?	28	
Admin users? Included in the 35 above	2	
Approximate Approvers? Included in the 35 above	12	

What is your time horizon for the following:

Process	Years	
Budgeting	1	Budget one year at a time, but would like to have the current and the ability to load prior years historical data
Forecasting	1	

Please Identify your current Systems.

Systems	Name (if "Other", please enter information to the right)	Type	*Enter Version of Software, also. If system is not in dropdown, please type the name (and version) below:*
ERP / Accounting		On Premise	Microsoft Dynamics GP 2018
Payroll	Paycom	Unknown	
CRM			
Other (1)	DMS	On Premise	This is a data management system which we use for various activities and is interfaced with our General Ledger system
Other (2)	Excel	On Premise	

List the details about each element of your chart of accounts posting structure in your ERP/Accounting System:

GL Segment	Est. Number of Values (i.e. 200 Accounts,etc.)
Company/Entity	2
GL Account	1,073 GL Accounts Budgeted; 2,768 Total GL Accounts, plus any other bond issuances that expand the GL Accts

Account Structure: XX-XXX-XXXX-XXX

First two digits are the company code - next three digits represents the series which translates to a department or program - next four digits represents the General Ledger Account number and the last three represent the subaccount number

Please complete only the areas that apply

Revenue Model

a) Do you want to model revenue or import the revenue numbers into system? Model

b) If you would like to model revenue, list the details of each revenue stream.

Revenue Stream Name	Planning Dimensions (List dimension names and estimated number of values for each)	Planning Approach (Top Down OR Bottom Up OR Both)	Associated Cost of Sales Model (Not Applicable OR Same Level of Detail as Sales OR % of Sales OR Other – Please Describe)	Notes / Other
Federal, State, and other Admin Revenues		Both	Same Level of Detail as Sales	
Interest Income		Both	Not Applicable	based upon interest rates & holdings
Gains / Losses on sales of investments		Both	% of Sales	based upon production volumes & set spreads
Fee Income		Both	% of Sales	
Miscellaneous income		Both	Not Applicable	

2) **Operating Expense Model (Not including Personnel)**

a) How many expense accounts use calculations? 40

b) How many supporting schedules are required to support specific expense lines? Please list the name(s) and type(s) of supporting schedule(s). <5

Invoices	Pricing docs, e.g., subscriptions, memberships
Mileage Reports	Contracts
Usage Reports, e.g., printing, communications	

3) **Personnel Model**

a) List the details of the type of personnel that you plan.

b) Please Type in the number of Employees in your organization. 170

Type	Number of Countries Included	Allocations / Transfers / Splits	Other (Expats OR Unions OR Other – Please Describe)
Individual	1	All 3	
Role	1	All 3	

Capital Model

Do you plan using straight-line depreciation or some other method? If other, please enter name(s) to the right	Straight Line	

5) **Allocation Model**

a) List the details of your required expense allocations.

Name / Description	Type (Departmental OR Account OR Distribution)	# of GL Accts Impacted	Basis for Allocation	Notes /Explanation of Other
Salary	>15	>15	Other	Hours worked converted into % total for each FTE
Benefits	>15	>15	Other	Hours worked converted into % total for each FTE
Rent	>15	>15	Other	Hours worked converted into % total for each FTE
Maintenance & Repairs	>15	>15	Other	Hours worked converted into % total for each FTE
Supplies	>15	>15	Other	Hours worked converted into % total for each FTE
Beverages	>15	>15	Other	Hours worked converted into % total for each FTE
Printing & Copying	>15	>15	Other	Hours worked converted into % total for each FTE
Postage & Shipping	>15	>15	Other	Hours worked converted into % total for each FTE
Software & Hardware	>15	>15	Other	Hours worked converted into % total for each FTE
Office Equipment	>15	>15	Other	Hours worked converted into % total for each FTE
Equipment Rental	>15	>15	Other	Hours worked converted into % total for each FTE
Communication	>15	>15	Other	Hours worked converted into % total for each FTE
Payroll Processing	>15	>15	Other	Hours worked converted into % total for each FTE
Accounting	>15	>15	Other	Hours worked converted into % total for each FTE

6) **Performance Metrics**

a) If applicable, describe the type of metrics or KPIs derived from your plan and/or actual data?		We typically measure the budgeted amounts to actual monthly expenditures We require the ability to add our own as those are discovered as a need
b) Typically 5 KPI's are created as part of the project and the Customer can configure additional KPI's once trained. Will this work for you? If not, how KPI's would you like created?	5	Yes

7) **Consolidation:**

Do you require Financial Consolidation?	Yes	***IF NO, PLEASE SKIP THIS SECTION***
a) How many intercompany relationships exist with your intercompany eliminations?	<10	We have 5 major funds that we consolidate into one overall reporting unit
b) Do you use Dedicated Trading Partner Accounts or Eliminate by Dimension?		Eliminate by Dimension
c) How many consolidation/eliminations points exist in the structure?	>10	Potential discussion point
d) Do you have partially owned subsidiaries? If yes, please provide the following:	No	
Type of Consolidation:	GAAP	
Number of Minority Owned Subsidiaries	5	5 Major Funds
Number of Majority Owned Subsidiaries	5	5 Major Funds
e) How many historical currency accounts with associated cumulative translation adjustments do you have?	1	
f) How many reclassification rules do you have?		We do not currently have any
g) Will you be performing Journal Entries in the software?	No	We will complete any and all journal entries in Great Plains

8) **Income Statement, Balance Sheet and Cash Flow Statement**

a) List the income statement formats that are required? (i.e.. Proforma, GAAP, Management, etc.)		GAAP, Management
b) List the balance sheet formats that are required? (i.e.. Proforma, GAAP, Management, etc.)		GAAP, Management
c) If applicable, list the supporting schedules required for Balance Sheet Planning? (i.e. prepaid, accruals, inventory, etc.)		Prepaids; accruals; depreciation; bond pay downs, redemptions, maturities
d) Do you use the direct or indirect method for Cash Flow(if Other, please describe)	Other	Currently we use **both** Direct and Indirect methods
e) List the Cash Flow formats required? (i.e.. Proforma, GAAP, Management, etc.)		GAAP, Management

9) **Transactions**

a) Would you like to implement GL transaction level reporting? (Put notes or questions to the right)	Yes	Would like to have the budget and FS drill to the JE and Invoice level

10) **Currencies**

b) How many currencies do you need to plan in?	1	USD
c) How many currency types do you use? (Please list to the right - i.e. month end, average, historical)	1	month end

11) **Reporting**

a) Reporting: Web Based HTML Reporting, OfficeConnect Reports, Discovery Dashboard Dials. Describe need

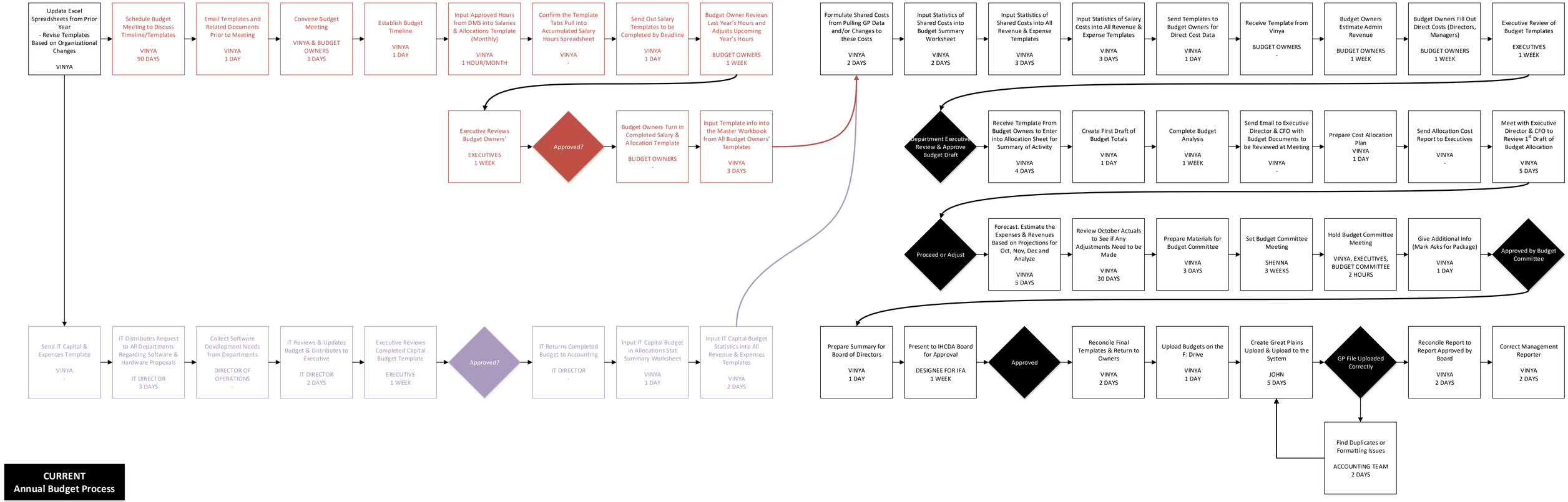
Web Based HTML Reporting		We will take what comes standard along with the necessary training to be able to makes changes and configure our own new reports
OfficeConnect Reports		We will take what comes standard along with the necessary training to be able to makes changes and configure our own new reports
Dashboard Dials		We will take what comes standard along with the necessary training to be able to makes changes and configure our own new reports

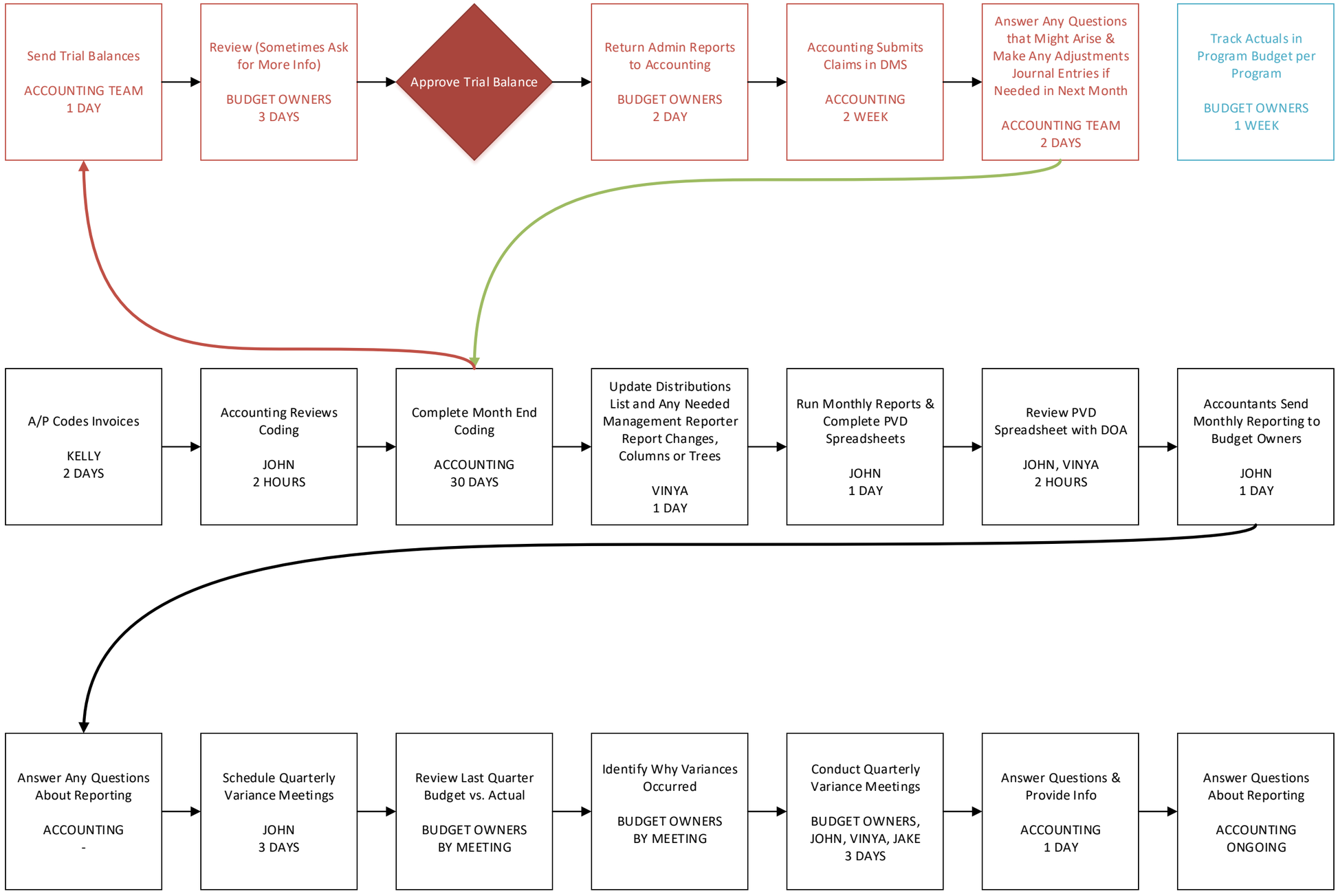
11) **Data Load**

a) Typically 1 year of historical actuals and 1 year of prior year budget is loaded as part of the project and the Customer loads the remaining years once trained. Will this work for you? If not, how many years would you like loaded?	1	Yes 1 year actuals, 1 year prior. Once trained we will add the others that we want relative to prior years
c) Typically Customers load data using a flat file import through the administrative user interface. However, it is possible to build an automated data integration with the Customer's source system if the frequency of the load warrants. Would you like an automated data integration built? If so, please list the source system and the type of data for each source system. We can also provide an Integration specific Questionnaire.	Yes	Paycom, Microsoft Dynamics Great Plains and Excel

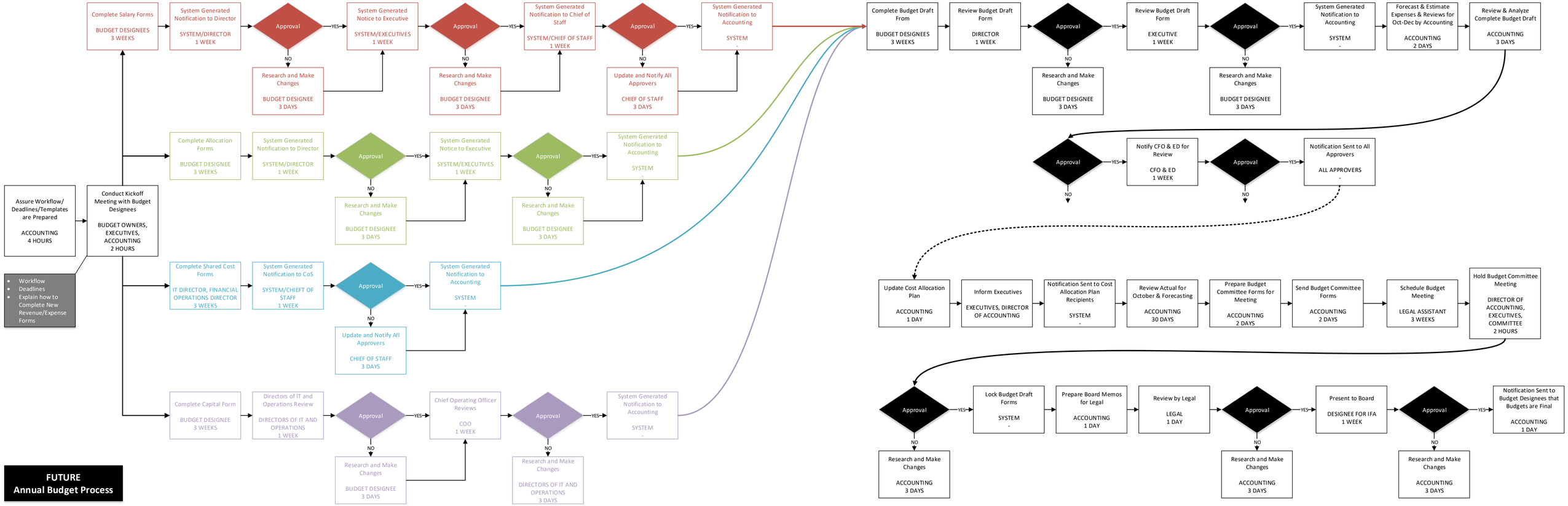
12) **Other**

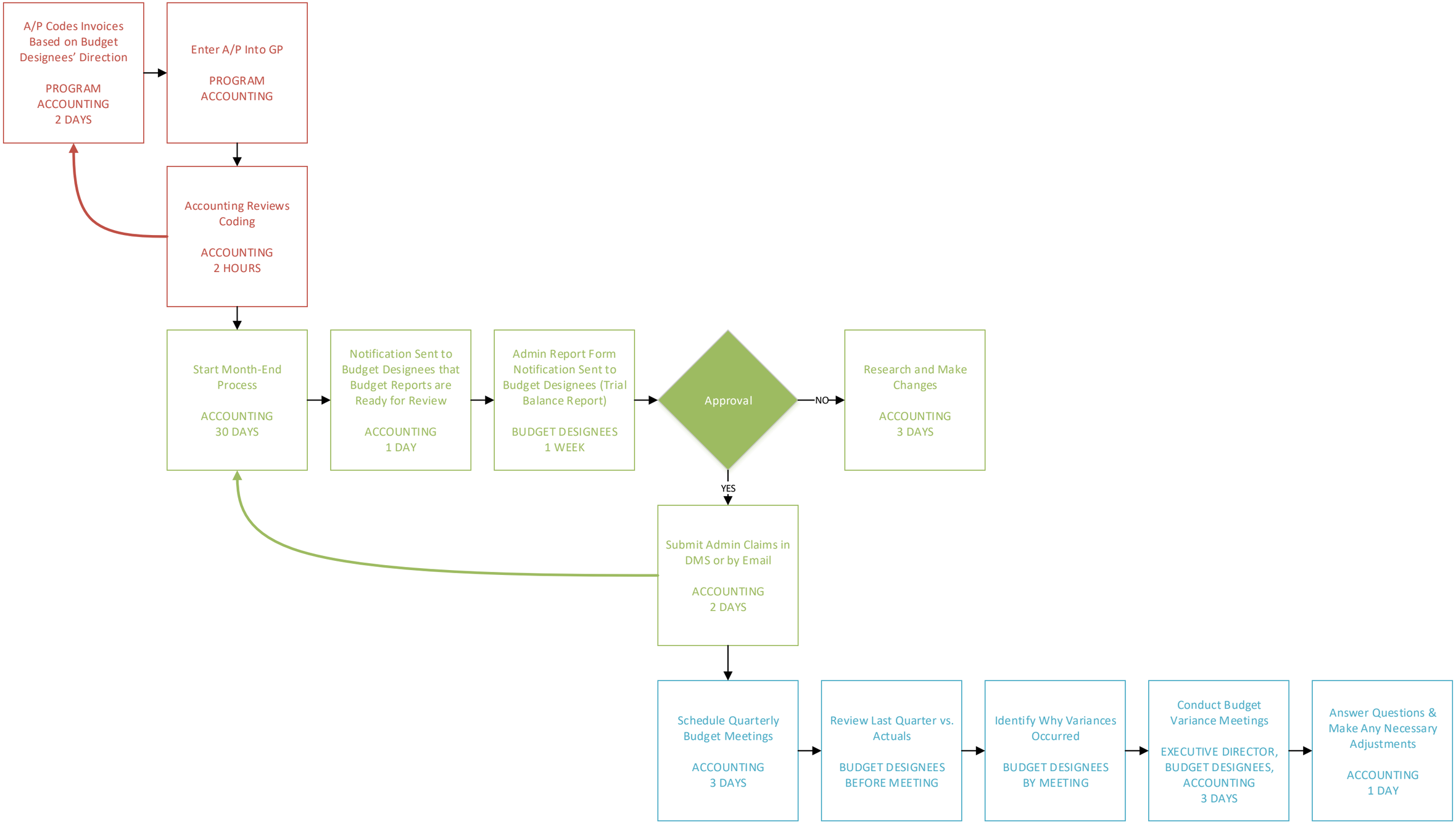
a) Please describe any other processes that were not mentioned above that you would like to include in the scope of this project (e.g.. Project based planning, operational planning etc.)?	Does this system allow for contract management? What is meant is that this could/would track from inception to approval and then potentially be a part of the budget tracking /monitoring.


Update Excel Spreadsheets from Prior Year
- Revise Templates Based on Organizational Changes
VINYA
Schedule Budget Meeting to Discuss Timeline/Templates
VINYA
90 DAYS
Email Templates and Related Documents Prior to Meeting
VINYA
1 DAY
Convene Budget Meeting
VINYA & BUDGET OWNERS
3 DAYS
Establish Budget Timeline
VINYA
1 DAY
Input Approved Hours from DMS into Salaries & Allocations Template (Monthly)
VINYA
1 HOUR/MONTH
Confirm the Template Tabs Pull into Accumulated Salary Hours Spreadsheet
VINYA
-
Send Out Salary Templates to be Completed by Deadline
VINYA
1 DAY
Budget Owner Reviews Last Year's Hours and Adjusts Upcoming Year's Hours
BUDGET OWNERS
1 WEEK
Executive Reviews Budget Owners'
EXECUTIVES
1 WEEK
Approved?
Budget Owners Turn in Completed Salary & Allocation Template
BUDGET OWNERS
-
Input Template info into the Master Workbook from All Budget Owners' Templates
VINYA
3 DAYS
Send IT Capital & Expenses Template
VINYA
-
IT Distributes Request to All Departments Regarding Software & Hardware Proposals
IT DIRECTOR
3 DAYS
Collect Software Development Needs from Departments
DIRECTOR OF OPERATIONS
-
IT Reviews & Updates Budget & Distributes to Executive
IT DIRECTOR
2 DAYS
Executive Reviews Completed Capital Budget Template
EXECUTIVE
1 WEEK
Approved?
IT Returns Completed Budget to Accounting
IT DIRECTOR
-
Input IT Capital Budget in Allocations Stat Summary Worksheet
VINYA
1 DAY
Input IT Capital Budget Statistics into All Revenue & Expenses Templates
VINYA
2 DAYS
Formulate Shared Costs from Pulling GP Data and/or Changes to these Costs
VINYA
2 DAYS
Input Statistics of Shared Costs into Budget Summary Worksheet
VINYA
2 DAYS
Input Statistics of Shared Costs into All Revenue & Expense Templates
VINYA
3 DAYS
Input Statistics of Salary Costs into All Revenue & Expense Templates
VINYA
3 DAYS
Send Templates to Budget Owners for Direct Cost Data
VINYA
1 DAY
Receive Template from Vinya
BUDGET OWNERS
-
Budget Owners Estimate Admin Revenue
BUDGET OWNERS
1 WEEK
Budget Owners Fill Out Direct Costs (Directors, Managers)
BUDGET OWNERS
1 WEEK
Executive Review of Budget Templates
EXECUTIVES
1 WEEK
Department Executive Review & Approve Budget Draft
Receive Template From Budget Owners to Enter into Allocation Sheet for Summary of Activity
VINYA
4 DAYS
Create First Draft of Budget Totals
VINYA
1 DAY
Complete Budget Analysis
VINYA
1 WEEK
Send Email to Executive Director & CFO with Budget Documents to be Reviewed at Meeting
VINYA
-
Prepare Cost Allocation Plan
VINYA
1 DAY
Send Allocation Cost Report to Executives
VINYA
-
Meet with Executive Director & CFO to Review 1st Draft of Budget Allocation
VINYA
5 DAYS
Proceed or Adjust
Forecast. Estimate the Expenses & Revenues Based on Projections for Oct, Nov, Dec and Analyze
VINYA
5 DAYS
Review October Actuals to See if Any Adjustments Need to be Made
VINYA
30 DAYS
Prepare Materials for Budget Committee
VINYA
3 DAYS
Set Budget Committee Meeting
SHENNA
3 WEEKS
Hold Budget Committee Meeting
VINYA, EXECUTIVES, BUDGET COMMITTEE
2 HOURS
Give Additional Info (Mark Asks for Package)
VINYA
1 DAY
Approved by Budget Committee
Prepare Summary for Board of Directors
VINYA
1 DAY
Present to IHCDA Board for Approval
DESIGNEE FOR IFA
1 WEEK
Approved
Reconcile Final Templates & Return to Owners
VINYA
2 DAYS
Upload Budgets on the F: Drive
VINYA
1 DAY
Create Great Plains Upload & Upload to the System
JOHN
5 DAYS
GP File Uploaded Correctly
Find Duplicates or Formatting Issues
ACCOUNTING TEAM
2 DAYS
Reconcile Report to Report Approved by Board
VINYA
2 DAYS
Correct Management Reporter
VINYA
2 DAYS
CURRENT
Annual Budget Process



CURRENT
Monthly/Quarterly Budget Process


Assure Workflow/ Deadlines/Templates are Prepared
ACCOUNTING
4 HOURS
Conduct Kickoff Meeting with Budget Designees
BUDGET OWNERS, EXECUTIVES, ACCOUNTING
2 HOURS
Workflow
Deadlines
Explain how to Complete New Revenue/Expense Forms
Complete Salary Forms
BUDGET DESIGNEES
3 WEEKS
System Generated Notification to Director
SYSTEM/DIRECTOR
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
System Generated Notice to Executive
SYSTEM/EXECUTIVES
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
System Generated Notification to Chief of Staff
SYSTEM/CHIEF OF STAFF
1 WEEK
Approval
YES
NO
Update and Notify All Approvers
CHIEF OF STAFF
3 DAYS
System Generated Notification to Accounting
SYSTEM
Complete Allocation Forms
BUDGET DESIGNEE
3 WEEKS
System Generated Notification to Director
SYSTEM/DIRECTOR
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
System Generated Notice to Executive
SYSTEM/EXECUTIVES
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
System Generated Notification to Accounting
SYSTEM
Complete Shared Cost Forms
IT DIRECTOR, FINANCIAL OPERATIONS DIRECTOR
3 WEEKS
System Generated Notification to CoS
SYSTEM/CHIEFT OF STAFF
1 WEEK
Approval
YES
NO
Update and Notify All Approvers
CHIEF OF STAFF
3 DAYS
System Generated Notification to Accounting
SYSTEM
Complete Capital Form
BUDGET DESIGNEE
3 WEEKS
Directors of IT and Operations Review
DIRECTORS OF IT AND OPERATIONS
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
Chief Operating Officer Reviews
COO
1 WEEK
Approval
YES
NO
Research and Make Changes
DIRECTORS OF IT AND OPERATIONS
3 DAYS
System Generated Notification to Accounting
SYSTEM
FUTURE
Annual Budget Process
Complete Budget Draft From
BUDGET DESIGNEES
3 WEEKS
Review Budget Draft Form
DIRECTOR
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
Review Budget Draft Form
EXECUTIVE
1 WEEK
Approval
YES
NO
Research and Make Changes
BUDGET DESIGNEE
3 DAYS
System Generated Notification to Accounting
SYSTEM
Forecast & Estimate Expenses & Reviews for Oct-Dec by Accounting
ACCOUNTING
2 DAYS
Review & Analyze Complete Budget Draft
ACCOUNTING
3 DAYS
Approval
YES
NO
Notify CFO & ED for Review
CFO & ED
1 WEEK
Approval
YES
NO
Notification Sent to All Approvers
ALL APPROVERS
Update Cost Allocation Plan
ACCOUNTING
1 DAY
Inform Executives
EXECUTIVES, DIRECTOR OF ACCOUNTING
Notification Sent to Cost Allocation Plan Recipients
SYSTEM
Review Actual for October & Forecasting
ACCOUNTING
30 DAYS
Prepare Budget Committee Forms for Meeting
ACCOUNTING
2 DAYS
Send Budget Committee Forms
ACCOUNTING
2 DAYS
Schedule Budget Meeting
LEGAL ASSISTANT
3 WEEKS
Hold Budget Committee Meeting
DIRECTOR OF ACCOUNTING, EXECUTIVES, COMMITTEE
2 HOURS
Approval
YES
NO
Research and Make Changes
ACCOUNTING
3 DAYS
Lock Budget Draft Forms
SYSTEM
Prepare Board Memos for Legal
ACCOUNTING
1 DAY
Review by Legal
LEGAL
1 DAY
Approval
YES
NO
Research and Make Changes
ACCOUNTING
3 DAYS
Present to Board
DESIGNEE FOR IFA
1 WEEK
Approval
YES
NO
Research and Make Changes
ACCOUNTING
3 DAYS
Notification Sent to Budget Designees that Budgets are Final
ACCOUNTING
1 DAY



FUTURE
Monthly/Quarterly Budget Process

Step	LG	Board of Directors	Budget Committee	Executive Director	Executives	COO/COS	CFO	Accounting Director	Accounting	Budget Designee	Accounts Payable	Ike	Legal	IT Director	Director of Operationgs
Prepare Workflow, Teplates, Etc.								A	R						
Kick Off Meeting					C			A	R	C					
Complete Salary Forms					C					R A C					
Director Review Salary Form					C					R A C					
Executive Review Salary Form					R A				I						
COS Review Salary Form					C	R A			I	C					
Accounting Review Salary Form								R A	I						
Complete Allocation Form					C					R A C					
Director Review Allocations Form					C					R A C					
Executive Review Allocations Form					R A C				I	C					
Accounting Review Allocation Form								R A	I						
Complete Shared Cost Form					C					C				R A	R A
COO Review Shared Cost Form					C	R A			I					C	C
Complete Capital Forms					C					C				R A	RA
COO Review Capital Forms					C	R A			I					C	C
Notify to Add Direct Costs & Revenues								R A		I					
Complete Direct Costs & Revenues					C					R A C					
Director Review Direct Costs & Revenues					C					R A C					
Executive Review Direct Costs & Revenues					R A				I	C					
Oct-Dec Forecast					C			A	R	C					
Analyze Budget Draft								R A	C	C					
Review Draft with CFO and Execurive Director				C			C	R A							
Approve Draft Budget				R A	I		R	I							
Update Cost Allocation Plan					I			A	R	I		C			
Review October Actuals								A	R						
Prepare Budget Committee Forms								A	R						
Send Budget Committee Forms			I		I			R A							
Schedule Budget Committee Meeting			C		C			C					R A		
Hold Budget Committee Meeting			C		C			R A							
Budget Committee Approve			R A		I			I							
Lock the Budget								A R							
Prepare Board Memo	C			C				R					A		
Present to Board			A R												
Board Votes		A R	C												
Notify Budgets Approval								A R		I					
Coding of A/P Invoices										R A	I				
Data Entry into GP									I		R A				
Review Coding									R A	C	C				
Month End Process								A	R	C					
Notify to Review Budget								A	R	I					
Notify to Review Admin								A	R	I					
Approve Admin Report									C I	R A					
Submit Admin Claims									R A		I				
Schedule Quarterly Budget Meeting					C			A	R	C					
Review Quarterly Budget Reports					C				C I	R A					
Conduct Variance Meetings				A	C				R	C					
Answer Questions and Make Needed Adjustments									R A						
47	**1**	**1**	**6**	**4**	**25**	**3**	**2**	**23**	**26**	**26**	**4**	**1**	**2**	**5**	**4**

PROFESSIONAL SERVICES CONTRACT

Contract Number:

This Professional Services Contract ("Contract"), entered into by and between the **Indiana Housing and Community Development Authority** ("IHCDA") and **CONTRACTOR** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide the services as set forth in **Exhibit A**, attached hereto and incorporated fully herein, and as summarized below:

2. Consideration.

The Contractor will be paid in the manner described more fully in **Exhibit B**, attached hereto and made a part hereof. Total remuneration under this Contract shall not exceed _____ **and 00/100 Dollars ($0.00)**.

3. Term.

This Contract shall take effect as of _____ **2023** ("Effective Date") and shall remain in effect through _____ **2024** (the "Term").

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during the Term of this Contract, and for five (5) years from the date of final payment under this Contract, for inspection by IHCDA or its authorized designees. Copies shall be furnished at no cost to IHCDA if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of IHCDA, provided that the Contractor gives written notice (including evidence of such assignment) to IHCDA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without IHCDA's prior written consent. Additionally, the Contractor shall provide prompt written notice to IHCDA of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the IHCDA all right, title and interest in and to any claims the Contractor now has, or may acquire, under State or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the IHCDA.

IHCDA considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq*.

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by IHCDA.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by IHCDA. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by IHCDA and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6 *et seq*., IC §4-2-7, *et. seq*. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special State appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the**

disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the IHCDA.

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

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the IHCDA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with IHCDA.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii)IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to IHCDA's reasonable satisfaction, as determined at the discretion of the undersigned IHCDA representative and in accordance with all applicable federal, State, local laws, ordinances, rules and regulations. IHCDA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, State, or local statute, ordinance, rule or regulation. As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the IHCDA Controller. As a further condition of payment, the Contractor shall complete in full and return to IHCDA a federal Form W-9 (Request for Taxpayer Identification Number and Certification), the form of which is attached hereto as **Exhibit C** and made a part hereof. IHCDA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, State, or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of IHCDA.

The parties acknowledge that the services to be performed by the Contractor for IHCDA under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor 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 the Contractor, the Contractor 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.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either IHCDA or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and

2. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the IHCDA's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the IHCDA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the State and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify IHCDA if any subcontractor becomes

debarred or suspended, and shall, at IHCDA's request, take all steps required by IHCDA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by IHCDA.

If IHCDA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and IHCDA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by IHCDA or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against IHCDA for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. IHCDA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by IHCDA to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of IHCDA should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to IHCDA within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use, of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

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

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying IHCDA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such

employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. **Intentionally Omitted.**

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien.

The IHCDA may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the IHCDA.

19. Employment Option.

If the IHCDA determines that it would be in the IHCDA's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the IHCDA or the employee.

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Executive Director of IHCDA or the Director of the State Budget Agency makes a written determination

that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Executive Director of IHCDA or the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in courts located in Marion County, Indiana.

23. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless IHCDA, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses arising from or connected with any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. IHCDA will not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance.

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as provided for in Section 24 above, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees and shall provide the IHCDA with a Certificate of Insurance evidencing such coverage, upon request.

26. Indiana Veteran Owned Small Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at https://www.in.gov/iot/2394.htm. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the Term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by IHCDA. IHCDA is to be named as an additional insured on a primary, non-

contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Intentionally Omitted.

3. Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of IHCDA shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than $700,000 per cause of action and $2,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than $700,000 per occurrence and $5,000,000 in the aggregate.

8. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance upon request and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the State of Indiana.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. IHCDA will be defended, indemnified and held harmless to the full extent of any coverage secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify IHCDA under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to IHCDA.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against IHCDA.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling IHCDA to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to IHCDA before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, IHCDA shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of IHCDA.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are **Name**.

30. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. IHCDA will not pay the Contractor for any services performed when the Contractor, its employees, or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify IHCDA immediately and IHCDA, at its option, may immediately terminate this Contract.

31. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and

Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein**.** Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT

_____

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

_____

_____

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other

characteristic protected by federal, State, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IHCDA and any applicant or employee of the Contractor or any subcontractor.

IHCDA is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by E-mail, first class U.S. mail, or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to IHCDA shall be sent to:

Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204
E-mail:_____

With a copy to:

David W. Stewart
General Counsel
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204
DStewart2@ihcda.in.gov

B. Notices to the Contractor shall be sent to:

_____
_____
_____
_____
E-mail: _____

35. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by IHCDA, and (3) attachments

prepared by the Contractor. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, source code and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to IHCDA so that all Materials will be the property of the IHCDA. If ownership interest in the Materials cannot be assigned to IHCDA, the Contractor grants IHCDA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy, and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of IHCDA, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by IHCDA and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide IHCDA full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that upon termination of this Contract, it shall promptly refund the consideration paid, pro-rated through the date of termination

38. Penalties/Interest/Attorney's Fees.

IHCDA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC §34-52-2.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from IHCDA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports.

The Contractor shall submit progress reports to IHCDA upon request. The report shall be oral, unless IHCDA, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring IHCDA that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record.

The Contractor acknowledges that IHCDA will not treat this Contract as containing confidential information. Use by the public of the information contained in this Contract shall not be considered an act of IHCDA.

41. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of IHCDA's Board of Directors, and in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability.

The invalidity of any section, subsection, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Contract.

43. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes.

IHCDA is exempt from most State and local taxes and many federal taxes. IHCDA will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience.

This Contract may be terminated, in whole or in part, by IHCDA, which shall include and is not limited to the Indiana Department of Administration ("IDOA") and the State Budget Agency whenever, for any reason, IHCDA determines that such termination is in its best interest. Termination of services shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination may continue. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. IHCDA will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this

paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

C. With the provision of thirty (30) days' notice to the Contractor, IHCDA may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if IHCDA determines progress is being made and the extension is agreed to by the parties;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

D. If IHCDA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner IHCDA considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to IHCDA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

E. IHCDA shall pay the contract price for completed supplies delivered and services accepted. The Contractor and IHCDA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. IHCDA may withhold from these amounts any sum IHCDA determines to be necessary to protect IHCDA against loss because of outstanding liens or claims of former lien holders.

F. The rights and remedies of IHCDA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

G. This Contract may be suspended and/or terminated immediately if the Contractor has breached, defaulted, or committed fraud under this Contract or another contract between the Contractor and IHCDA. Further, Contractor's breach or default of other agreements or obligations related to this Contract shall constitute a material breach of this Contract.

47. Travel. Intentionally Omitted.

48. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IHCDA's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under

this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to IHCDA in accordance with applicable law for all damages to IHCDA caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If IHCDA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, IHCDA may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Public Statements, Press Releases, and Media.

Contractor acknowledges that IHCDA is solely responsible for all public statements, press releases and media related to services provided by Contractor under this Contract. Contractor shall (a) distribute the marketing material provided by IHCDA at the times and according to the instructions given by IHCDA; (b) promptly refer all media inquiries regarding the services provided under this Contract to IHCDA; (c) immediately contact IHCDA with any questions about media or marketing materials; (d) not alter the marketing materials provided by IHCDA; (e) not contact media (traditional or otherwise) regarding the services provided by Contractor under this Contract; and (f) not create marketing materials related to the Contract, unless approved by IHCDA. Breach of this Section 50 may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with IHCDA.

51. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

If the total remuneration under this contract exceeds $150,000 the Contractor must 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).

52. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Contractors that apply or bid for a federal 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.

53. Export of Data.

The Contractor acknowledges and agrees that IHCDA owns the data that it imports, populates or otherwise adds to the software. Therefore, upon the expiration or termination of this Contract, the Contractor agrees to export IHCDA's data from its software to IHCDA in a secure and useable format that will be able to be readily imported into another system in conformance with industry standards.

54. Prohibited Terms and Conditions.

IHCDA will not agree to any of the following terms or conditions:

A. Any provision requiring IHCDA to provide insurance
B. Any provision requiring IHCDA to provide indemnity
C. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
D. Any provision providing that suit be brought in any state other than Indiana
E. Any provision providing for resolution of contract disputes
F. Any provision requiring IHCDA to pay any taxes
G. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
H. Any provision modifying the applicable Indiana statute of limitations
I. Any provision relating to the time within which a claim must be made
J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
K. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
L. Any provision providing for automatic renewal

55. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's Boilerplate contract clauses in any way except for the following clauses which are named below:

11. Condition of Payment. Added "as required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with IHCDA Controller." Added "As a further condition of payment, the Contractor shall complete in full and return to IHCDA a federal Form W-9 (Request for Taxpayer Identification Number and Certification), the form of which is attached hereto as **Exhibit C** and made a part hereof" to comply with requirements of IHCDA's accounting department.

12. Confidentiality of State Information. Added the words "or other personal information" into the first sentence in the second paragraph of this section after the words "Social Security numbers". Added "or on behalf of IHCDA" into the first sentence in the second paragraph of this section after the phrase "maintained by".

18. Employment Eligibility Verification. Deleted A and modified C, since IHCDA is a public body corporate and politic and does not meet the definition set forth in IC 4-6-3-1 referenced in IC 22-5-1.7-7.

21. Funding Cancellation. Referenced the Executive Director of IHCDA along with the Director of the State Budget Agency since some of IHCDA's funding comes from other non-State sources.

22. Governing Law. Substituted "courts located in Marion County, Indiana" for "the State" at the end of the last sentence of the section.

25 Independent Contractor. Inserted "Except as provided in Section 24 above," before the sentence beginning with "Neither party shall assume".

28. Insurance. Changed paragraph A(1) to lower limits to $700,000 per person and $2,000,000 per occurrence. The reduced coverage amounts are acceptable to IHCDA, given that the higher limit of $5,000,000 would require multiple layers of insurance coverage at a cost that is disproportionate to the contract amount. Deleted paragraph A(2). Modified Paragraph (A)4 to reduce the per occurrence liability limit to $2,000.000. Modified the first sentence of paragraph A(8) to make the Contractor obligated to provide the proof of insurance upon request. Modified the second sentence of paragraph (C) to make the Contractor obligated to provide the proof of insurance upon request.

34. Notice to Parties. Deleted "As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State." after address of Contractor.

37. Payments. Deleted "35 days" before "in arrears" in subsection A. Substituted "IHCDA Controller" for "Indiana Auditor of State" in subsection A because IHCDA manages its funds separately from the State. Substituted "IHCDA" for "The State Budget Agency" in subsection B.

45. Termination for Convenience. Substituted "may continue" for "becomes effective" in lines 4 – 5 of this paragraph.

46. Termination for Default. Added subsection E: This Contract may be suspended and/or terminated immediately if the Contractor has breached, defaulted, or committed fraud under this Contract or another contract between the Contractor and IHCDA. Further, Contractor's breach or default of other agreements or obligations related to this Contract shall constitute a material breach of this Contract.

50. Public Statements, Press Releases, and Media. Added this provision.

51. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Required for federally funded awards.

52. Byrd Anti-Lobbying Amendment. Required for federally funded awards.

53. Export of Data. Acknowledgment of Requirement to Export Data upon termination or expiration of this Contract.

54. Prohibited Terms and Conditions. Added this section. Prohibited terms and conditions are referenced in the state contract addendum but should also be referenced in the state contract boilerplate to put the Contractor on notice.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a State officer, employee, or special State appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing the electronic signature tool in Adobe to electronically submit this Contract to IHCDA. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Contractor. I also understand that if I decide not to sign this Contract electronically, I must notify IHCDA so that this Contract may be re-submitted to me and I may sign it and return it to IHCDA in the traditional manner.

In Witness Whereof, Contractor and IHCDA have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Indiana Housing and Community Development Authority

By: _____

Printed: J. Jacob Sipe

Title: Executive Director

Date: _____

Contractor

By: _____

Printed: _____

Title: _____

Date: _____

Contract Number:

EXHIBIT A
SCOPE OF SERVICES

Contract Number:

PURPOSE

The purpose of this Contract to which this Exhibit A is attached is to engage the Contractor to **[insert purpose]** To accomplish this purpose, the Contractor shall perform the following services in accordance with the conditions and/or specifications stated in this Contract and any proposal submitted by the Contractor for which IHCDA awarded this Contract. The services must be performed to the reasonable satisfaction of IHCDA, and any deficiency identified by IHCDA's authorized representative shall be corrected as provided in this Contract.

PERFORMANCE SCHEDULE

Although the term of this Contract is stated in Section 3 of the Contract, the Contractor's services are to be performed in accordance with the following schedule, unless this Exhibit is amended in writing by mutual agreement of the parties:

Activity/Service	Date Due

EXHIBIT B
PROJECT COST/FEE SCHEDULE

Contract Number:

For performing the services required by this Contract, as more fully described in Exhibit A, to the satisfaction of the IHCDA, the Contractor will be reimbursed in accordance with the following fee schedule. Unless otherwise indicated in the schedule, the Contractor is responsible for any and all expenses incurred in rendering its services under this Contract.

SERVICE	FEE	PAYABLE	PROCESS	BUDGETED AMOUNT
			Contractor submits an invoice referencing Contract No. _____, along with appropriate documentation. IHCDA will pay within 30 days of receipt and approval of each properly documented invoice.	

Unless modified in writing and signed by the parties in the same manner as the Contract to which this Exhibit B is attached, the total amount of fees and/or reimbursed costs under this Contract shall not exceed _____ **and 00/100 Dollars ($0.00)**