



REQUEST FOR QUALIFICATIONS

for

Nonprofit Capacity Building Consultants: Data/Evaluation, Executive Search, Finance, Governance/Leadership, Human Resources, and Operations

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 800

Indianapolis, IN 46204

<http://www.in.gov/ihcda/>

317-232-7777

ISSUE DATE: March 22, 2023

RESPONSE DEADLINE: April 17, 2023, 5:00 PM EST

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PART 1

SCOPE OF THIS REQUEST

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

IHCDA is seeking to build a pool of local and regional (in Indiana and surrounding states) consultants having background and experience in each of the following areas of nonprofit capacity building: Data/Evaluation, Executive Search, Finance, Governance/Leadership, Human Resources, and Operations.

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.

About Community Action in Indiana

Community Action Agencies (CAA) are local private and public non-profit organizations that promote self-sufficiency, and work to reduce the causes and conditions of poverty in the communities they serve. They were founded as a part of the 1964 Economic Opportunity Act to fight poverty by empowering the poor as part of the War on Poverty.

The Community Services Block Grant (CSBG) is the agencies' core federal funding, which CAAs use to support a variety of anti-poverty programs, including other federal and state-funded programs Those

programs vary widely among agencies, since CAAs plan and implement their programs based on the specific needs of their local communities.

Each CAA is governed by a board of directors consisting of at least one-third low-income community members, one-third public officials, and up to one-third private sector leaders. This board structure is defined by federal statute and is known as a tripartite board. There are 22 designated CAAs in the Indiana serving all 92 counties with CSBG and other programs.

3. SCOPE OF SERVICES

IHCDA works with a network of Community Action Agencies throughout the state of Indiana seeking to address the causes and conditions of poverty. The purpose of this RFQ is twofold:

1. **Directory of Consultants:** As part of IHCDA's role in ensuring subgrantee compliance with federal and state standards, IHCDA often requires or encourages CAAs to seek help in areas in which they are underperforming from Consultants. IHCDA seeks to build a directory of qualified consultants, which will assist CAAs in locating and selecting experts who fit the needs of their agencies.
2. **IHCDA Projects:** The IHCDA Community Programs team occasionally undertakes technical assistance, training and evaluation projects to support its subgrantee networks (CSBG, LIHEAP, Weatherization, etc.). Consultants approved through this RFQ will serve as a consultant pool for such opportunities.

For both purposes referenced above, each respondent approved through this RFQ process will be asked to execute a MOA with IHCDA (see Appendix A) and will be provided with the opportunity to submit a scope of work and estimated project budget for opportunities within the Community Programs Department that match its, his or her skill set between the approval date and April 30, 2027.

Please note that, while the Directory of Consultants will only include your contact information and basic qualifications information, your entire response to this RFQ may be made available to Indiana Community Action Agencies or other departments within IHCDA, upon request.

4. QUALIFICATIONS

Respondent may respond to this RFQ in any **one** of the following categories, one category per response/submission.¹ To be qualified, the Respondent and/or staff that will providing the consulting services must hold a degree or certification in a subject area relevant to the category in which the Respondent is applying, as well as have at least 5 years' experience in one or more of the sub-areas listed below.

The qualifications in the Respondent's response must clearly identify which of the sub-areas he/she/they are qualified to address. The Respondent may also identify additional areas of expertise within the category that are not listed below.

¹ Consultants may submit up to three separate responses if desired. However, we recommend focusing on one area of expertise.
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Categories:

Data/Evaluation: Services included in this category may include, but are not limited to, third party program evaluation, logic modeling, data T/TA systems, community needs assessments, and outcomes measurements.

Executive Search: Services included in this category may include, but are not limited to, retained search, identification, and recruitment of key leaders, executive assessment and leadership retention, and transition services.

Finance: Services included in this category may include, but are not limited to, compliance with 2 CFR 200, policy and procedure documentation, presentation of finances to nonprofit boards, accounting for blended funding streams, and fund accounting.

Governance/Leadership: Services included in this category may include, but are not limited to, strategic planning, nonprofit executive coaching, board governance and engagement, and board/leadership training.

Human Resources: Services included in this category may include, but are not limited to, development of human resource models, HR policies and procedures, recruiting and training new employees, and resolution of issues pertaining to HR.

Operations: Services included in this category may include, but are not limited to, risk assessment, information and technology support, company security and cybersecurity, and agency policies and procedures (SOPs). Additionally, fundraising and development would fall into this category—however, we are specifically only seeking specialized support pertaining only to developing unrestricted/match/earned income funds.

In addition to category-specific qualifications, IHCDA is interested in consultants with one or more of the following:

- Experience working with Community Action Agencies
- Experience with CSBG or other federal funding sources (such as LIHEAP, Weatherization, Head Start, WIC, Medicaid)
- Experience working with community based, social service, and/or poverty alleviation programming
- Experience working in a nonprofit agency
- Experience conveying key concepts from their area of expertise to laypersons

This RFQ is open to both individual consultants as well as groups or firms. Please focus your RFQ responses around the specific qualifications of the individual(s) who can perform services in response to the RFQ rather than on firm-level qualifications.

5. COST PROPOSAL

The Cost Proposal must include the following pieces of information:

1. Consultant's per-hour rate for 2023, (by person or job type, if applicable)
2. What types of contracts is the Respondent open to, i.e. hourly not to exceed, retainer, deliverables-based, full project fixed cost, etc.

PART 2

RFQ PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA, and selection of a Respondent for the Directory of Consultants is at the sole discretion of IHCDA. The following will be IHCDA's primary consideration in the selection process:

1. Compliance with requirements of this RFQ
2. An assessment of the Respondent's ability to deliver service in the identified category in accordance with the specifications set out in the RFQ
3. Strength of client references and project examples
4. Demonstrated understanding of nonprofit capacity building and proposed approach to services

2. RFQ APPLICATION SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. Please have all the following information ready to submit in the [JotForm online application](#):

1. Geographical Service Areas. Define the geographical locations your organization is willing to operate
2. Approach. A two/three sentence narrative describing Respondent's approach to capacity building within its area(s) of expertise.
3. Qualifications & Experience. A two/three sentence narrative describing Respondent's qualifications and relevant experience.
4. Cost Proposal. All costs (including but not limited to travel, time, and supplies must be rolled into the fee). (This will not be made publicly available).
5. Client Reference. Provide 2 comparable work/client references
 - a. include (a) organization name, (b) brief description of the project, and (c) contact person's name, telephone number, and email address.
6. Resumes or Bios. Current resumes or brief bios for Respondent's key personnel.

3. RFQ TIMELINE

March 22, 2023	RFQ released to the general public.
April 17, 2023	Respondent must submit JotForm
April 20, 2023	IHCDA informs Respondents of decision
May 8, 2023	MOAs are signed

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not enter an MOA until the selected Respondent has been determined to be responsible. A responsible Respondent must:

1. Have a satisfactory performance record with IHCDA;
2. Have a satisfactory record of integrity and business ethics;
3. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
4. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
5. Have supplied all requested information;
6. 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;
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective consultant is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFQ, and the Respondent shall be advised of the reasons for the determination.

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

Respondent's proposal must be submitted via [JotForm](#).

If you have any questions about submission, please contact:

Alexa Carr
Community Programs Graduate Assistant
acarr@ihcda.in.gov

The deadline for submission is Monday April 17, 2023 at 5:00 PM EST.

Applications that miss the submission deadline and/or do not contain all the required information/documents as listed in this RFP may be determined ineligible for further consideration.

PART 3 TERMS AND CONDITIONS

STATE POLICIES

1. **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 IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD 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.

2. **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, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
 - A. The RFQ.
 - B. A list of all consultants who received the RFQ.
 - C. The name and address of each Respondent.
 - D. A record showing the following:
 - a. The name of the successful Respondents.
 - b. The basis on which the determination was made.
 - E. The entire contents of the RFQ Proposal except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.
3. **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 IHCD of any such actions.
4. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFQ, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this RFQ. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent’s proposal. IHCD will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD, should IHCD select Respondent for

the Directory of Consultants. Further, IHCD reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

5. **APPEALS/PROTEST:** Respondent may appeal/protest the determination on the Directory of Consultants 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 being accepted for the Directory of Consultants, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney 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 decision made by IHCD will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

1. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. 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.
- d. 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).

- e. 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 government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (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.
- f. 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.
- g. 2 CFR § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
 - a. Prohibition from obligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- h. 2 CFR § 200.322 Domestic Preferences for Procurements. To the greatest extent practicable under a Federal award, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. RFQ TERMS AND CONDITIONS

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

3. This RFQ is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.
4. 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.
5. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFQ, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
6. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
7. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered.
8. 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.
9. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
10. 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.
11. A copy of IHCDA's most recent MOA Boilerplate is attached as an Appendix to this RFQ. By submitting a response to this RFQ, Respondent acknowledges the acceptance of IHCDA's MOA Boilerplate and the understanding that such Boilerplate is non-negotiable.
12. Additionally, IHCDA and its subrecipients 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 any written agreements for the services awarded under this RFQ 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
 - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

APPENDIX A: MEMORANDUM OF AGREEMENT FOR COMMUNITY ACTION CONSULTANT DIRECTORY

This Memorandum of Agreement (“MOA”) entered into by and between the **Indiana Housing and Community Development Authority (“IHCDA”)** and _____ (“**The Consultant**”), is executed for the purposes and under the terms stated below.

1. PURPOSE

The purpose of this MOA is to document the understanding and agreement of the parties regarding acceptance into the Nonprofit Capacity Building Consultant Pool for IHCDA opportunities and for the Directory of Nonprofit Capacity Building Consultants for IHCDA Community Programs Subgrantees. The funding source for any contracts that result from this MOA will be clearly noted in the subsequent contract.

2. TERM

The term of this MOA shall be effective as of _____ and shall remain effective through April 30, 2027 (“Term”).

3. DETAILS OF AGREEMENT

By signing this document, the Consultant as a Respondent for the Request for Qualifications (“RFQs”) for Nonprofit Capacity Building Consultants agrees that it understands the following:

- The Consultant has been chosen by IHCDA to be a part of the Nonprofit Capacity Building Consultant Pool based on the specific qualifications listed in the Respondents response to the RFQ.
- This MOA does not in any way limit IHCDA to contracting only with consultants who are a part of the Nonprofit Capacity Building Consultant Pool.
- During the Term of the MOA, IHCDA’s Community Programs Department will email other Requests for Proposals (“RFPs”) to consultants in the Nonprofit Capacity Building Consultant Pool who have been approved in the relevant subject area and *may* require fewer qualifications documents be submitted with future RFQs for consultants whose qualifications have already been accepted into the Nonprofit Capacity Building Consultant Pool.
- Any notices sent as a result of this RFQ will be sent to the contact information provided on the Consultant’s RFQ cover sheet to the RFQ. Should the Consultant need to request a change in contact information, please send that request to the IHCDA contact listed in the “Notice to the Parties” section below.
- Information from the Cover Page of the Consultant’s response to the RFQ will be made available to IHCDA subgrantees in the format of a Directory of Nonprofit Capacity Building Consultants. Except when IHCDA requires a specific intervention, subgrantee agencies will *not* be limited to contracting only with consultants listed in the Directory of Nonprofit Capacity Building Consultants.
- Any documents submitted as part of the Consultant’s response may be made available to IHCDA subgrantees and/or other IHCDA personnel outside the Community Programs Department upon request.
- IHCDA’s Community Programs Department may conduct up to one hour of training for the Consultant each year. Should the Consultant choose not to engage by either attending the training (live or webinar), watching a recording of the event, or reading event materials, IHCDA may remove the Consultant from the Nonprofit Capacity Building Consultant Pool at its discretion.

By signing this document, the Consultant agrees that:

- The Consultant will notify IHCDA of any significant changes in personnel availability or qualifications during the Term of this MOA.
- At least one individual listed in the Consultant’s response to the RFQ must be an active/key member of the project team (i.e. in a non-advisory role) for any project work that is undertaken as a direct result of this RFQ (e.g. the subgrantee or IHCDA found the Consultant’s name in the directory). This includes work with IHCDA or with a subgrantee agency. Should this be impossible, the Consultant must contact IHCDA to seek permission to utilize a qualified project team member that was not included in the Nonprofit Capacity Building Consultant Pool.

4. NOTICE TO THE PARTIES

Whenever any notice, statement or other communication is required under this MOA, 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:

IHCDA:

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Indiana Housing & Community Development Authority
Tina Darling
Community Programs Manager-CSBG
30 S. Meridian St., Suite 900
Indianapolis, IN 46204
tdarling@ihcda.in.gov

With a copy to:
David W. Stewart
General Counsel
30 S. Meridian St., Suite 900
Indianapolis, IN 46204
Dstewart2@ihcda.in.gov

Consultant:
Consultant name
Consultant street, address
Consultant City, State, Zip
Consultant E-mail

5. MISCELLANEOUS

1. The terms and provisions of this MOA may be modified at any time by mutual agreement of the parties in writing.
2. Nothing herein shall be deemed to make either of the parties the agent or employee of the other for any purpose.
3. This MOA may be terminated at the option of either party by providing the other party with thirty (30) days prior written notice.
4. This MOA represents the entire agreement of the parties with respect to its subject matter and supersedes all other agreements, representations, or understandings regarding the subject matter contained herein.
5. The Consultant acknowledges that IHCDA will not treat this MOA as containing confidential information.

The Indiana Housing and Community Development Authority and the Consultant have read and understood the foregoing terms of this Memorandum of Agreement and do by their respective signatures dated below hereby agree to the terms and uses described herein.

Agreement to Use Electronic Signatures

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

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

Kyleen Welling, Chief of Staff and Chief Operating Officer Date

CONSULTANT

Authorized signatory Date