



REQUEST FOR QUALIFICATIONS

For

Community Services Block Grant (CSBG)

**Service Territory:
Adams, Blackford, Huntington, Jay, Randolph
and Wells Counties**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 South Meridian Street, Suite 900
Indianapolis, IN 46204
<http://www.in.gov/ihcda/>**

317-232-7777

**ISSUE DATE: June 19, 2026
RESPONSE DEADLINE: July 20, 2026 Eastern Time**

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PART 1

SCOPE OF THIS REQUEST

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

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with a Community Action Agency (“CAA”) to provide administration of the Community Services Block Grant (“CSBG”) for the Adams, Blackford, Huntington, Jay, Randolph and Wells County Service Territory as detailed in the Scope of Services section of this RFQ.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The mission of IHCDA is to advance opportunity, affordability, and stability in housing. IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that uses its financing to serve low and moderate-income Hoosiers. IHCDA leverages public and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come.

VISION

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

- **Explore new ideas and solutions.**

We cultivate creativity, curiosity, and conversation. We constantly strive for innovation and excellence.

- **Celebrate success.**

We honor individual wins, recognize partners’ achievements, and share stories of the people in our programs.

- **Communicate with transparency.**

We are clear, honest, open, and timely in our communication. We understand communication requires both sharing and listening.

- **Design our processes and programs with the person in mind.**

We emphasize accessibility, ease of use, and elimination of obstacles.

- **Seek to maintain the public’s trust.**

We understand that trust is earned, not guaranteed. We exhibit accountability, integrity, and good stewardship in all programs and practices.

- **Engage and collaborate with partners.**

We empower partners to expand their capacity and to leverage their relationships in the community. We provide technical assistance and training to support their success.

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.

3. ABOUT THE PROGRAM & FUNDING SOURCE

The Community Services Block Grant Act (“CSBG”) (49 U.S.C. 9901 et seq.) is a noncompetitive federally funded block grant offered through the U.S. Department of Health and Human Services (“HHS”). The program supports the national network of Community Action Agencies (“CAAs”) as they work to alleviate the causes and conditions of poverty.

The federal Community Action Program was founded in 1964 by the Economic Opportunity Act (“EOA”), as part of President Lyndon B. Johnson’s War on Poverty. Originally, federal Community Action Program funds flowed directly to local public and private CAAs. In 1981, Congress repealed the federal Community Action Program and replaced it with CSBG, a state-administered block grant.

The CSBG Act, which constitutes Section II of the federal Community Opportunities, Accountability, and Training and Educational Services Act of 1998, also known as the Coats Act, is the most recent federal reauthorization of the CSBG program. The CSBG Act is available online [here](#).

As a block grant, federal funds are allocated to States on a formula basis. IHCD is Indiana’s agency designated to receive the state’s funding for CSBG.

States then pass at least 90% of those funds to CAAs to address the local issues of poverty within their communities. Every county in Indiana is served by one of these agencies.

SCOPE OF SERVICES

IHCD seeks a Community Action Agency (“CAA”), to administer CSBG in Indiana’s Adams, Blackford, Huntington, Jay, Randolph and Wells Counties. Each year, the CAA will be awarded a portion of the state’s CSBG funding, along with training and support from the state office, to administer funds in one or more of the counties listed above.

The successful Respondent, in consultation with IHCD, will be responsible for coordinating and managing the local administration of CSBG in the following ways:

- A.** Operate under the direction of a tripartite board comprised of elected officials, business/community representatives, and low-income individuals. These boards are charged with identifying the specific problems in the community and developing action plans and programs to address local poverty needs.
- B.** Assist low-income individuals and families including those that are on Social Security, or are homeless or elderly to:
 - Become more self-sufficient;
 - Secure and maintain employment;
 - Attain an education;

- Make better use of available income;
 - Obtain and maintain adequate housing and a suitable living environment;
 - Obtain emergency assistance through loans, grants or other means; and
 - Achieve greater participation in community affairs, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations and other public and private partners.
- C.** Address the needs of young people in low-income communities through programs that:
- Support the primary role of the family;
 - Give priority to the prevention of youth problems and crime;
 - Promote increased community coordination and collaboration in meeting the needs of youth; and
 - Have demonstrated success in preventing or reducing youth crime.
- D.** Conduct a Community Needs Assessment every three (3) years (due the second week of December) and use the assessment to develop the agency's Community Action Plan and Strategic Plan.
- E.** Complete a board-approved Strategic Plan every five (5) years and review the agency's mission to ensure the mission addresses poverty and the organization's programs and services are aligned with the mission.
- F.** Intervene in energy crisis situations as outlined in Section 5.4 of IHCD's CSBG Manual;
- G.** Complete the Community Action Plan ("CAP") annually; the CAP must be outcome based, antipoverty focused, and tie directly to the community assessment. It must also demonstrate the CAA's use of the Results Oriented Management Accountability ("ROMA") Cycle.
- H.** Conduct eligibility activities for households with one (1) or more persons and ensure that they are at or below 60 percent of state median income as well as other eligibility guidelines set by the state of Indiana;
- I.** Submit the relevant Modules of the CSBG Performance Management Framework and ROMA Next Generations efforts.
- J.** Complete an agency-wide risk assessment every two (2) years and report the assessment results to the governing board
- K.** Have written policies and procedures for verifying income for each program that is fully or partly supported with CSBG funds.
- L.** Develop formal and informal partnerships, working with private, faith-based, charitable and neighborhood-based organizations, and report those as part of the CAP.

4. **RFQ TIMELINE**

June 19, 2026	RFQ released to the general public.
July 2, 2026	Respondent questions due to IHCDA (if applicable). Questions may be submitted via email to Samantha Spergel at sspergel@ihcda.in.gov with the subject line “CSBG RFQ.”
July 8, 2026	IHCDA will post questions and answers to IHCDA’s Public Notices webpage based on Respondent questions received via email.
July 20, 2026	Respondent(s) must submit proposal by 5:00 p.m. Eastern Time in PDF format.
By July 27, 2026	IHCDA selection completed and decision announced.

PART 2

RFQ PROCESS

1. SELECTION PROCESS

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

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

A. Credentials for Eligible Entities

To be eligible for selection under this RFQ, Respondents must meet the requirements of Section 673(1)(A) and Section 676(b) of the CSBG Act (42 U.S.C. §§ 9909 and 9910), including having a tripartite board that fully participates in the development, planning, implementation and evaluation.

Respondents must also meet Indiana Code §12-14-23-2 to be eligible and must demonstrate that the entity is:

- A private nonprofit organization that is geographically located within a community; **OR**
- A private nonprofit organization that is located in a county(ies) contiguous to or within reasonable proximity of a community; **OR**
- A political subdivision, if there is no qualified nonprofit organization identified that meets one of the criteria above.

The Respondent must demonstrate eligibility by providing a designation by the Governor of the State of Indiana as a community action agency or documentation from the Indiana Secretary of State's office and the IRS indicating not-for-profit status. If IHCDA selects a Respondent that is not yet a CAA designated by the Governor, IHCDA will make reasonable efforts to facilitate designation by the Governor as appropriate to ensure compliance with Indiana Code §12-14-23-2(3). If such designation is not obtained, IHCDA's selection will be revoked, and IHCDA will seek another qualified Respondent.

B. Experience Narrative

Respondent must submit a narrative describing the experience of the Respondent. The narrative cannot exceed three (3) pages and must include the following information:

1. Summary of experience administering the CSBG Program.
2. If no experience, provide a summary of experience working with other federal

programs.

C. Program Description

Respondent must provide a narrative describing the overall scope of the program. Narrative cannot exceed three (3) pages and must include the following:

1. Identify the service area(s) for which the Respondent would like to provide services. Available service areas through this RFQ are listed in Part 1. Respondent must identify each county they propose to serve.
2. Provide a narrative on how the Community Needs Assessment and Community Action Plan will be updated and utilized to meet the needs of the respective counties.
3. Provide a list of key staff assigned to administer CSBG program and a description of each staff member’s relevant experience.

D. Financial Capacity

Respondent must submit 2024 and 2025 year-end financial statements and 2026 year-to-date balance sheet, income statements and cash flow statements for the Respondent.

3. QUALIFICATIONS EVALUATION CRITERIA

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

- A. Compliance with requirements of this RFQ, including the requirements in Sections 2 and 4 of Part 2 of this RFQ.
- B. Past experience with IHCDA programs and history of complying with State and Federal rules and regulations.
- C. Experience and Capacity
Additional experience pertaining to the following will be weighted heavily in the selection process:
 - Demonstrated knowledge of administering federal grant programs, specifically CSBG.
 - Financial stability and adequate staff capacity to properly administer CSBG.
- D. Readiness to Proceed
Readiness, as demonstrated by the program description and identification and access to staff to perform the tasks as described in the scope of services of this RFQ.

Qualifications will be scored as set forth below. Proposals which fail the minimum threshold criteria will not be scored.

Category	Maximum Points for Category
Experience and Past IHCDA Performance	15

Financial and Staffing Capacity	15
Readiness to Proceed	20
Maximum Points:	50

4. RESPONSIBLE RESPONDENT REQUIREMENTS

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

- A. Have adequate financial resources to perform the project, or the ability to obtain them;
- B. 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;
- C. Have a satisfactory performance record with IHCDA;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- G. Have supplied all requested information;
- H. 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
- I. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFQ, and the Respondent shall be advised of the reasons for the determination.

5. RFQ SUBMISSION ITEMS

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

Checklist of Submission Requirements:

- Qualification Coversheet (required template included in this RFQ packet);
- Certification of Respondent (required template included in this RFQ packet);
- Verification of eligible status;
- Verification of tripartite board;
- Narrative summary of Respondent’s experience;
- Narrative describing the program description;

- Financials for the applicant.

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.

Samantha Spergel
Chief Community Programs and Services Officer
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
sspergel@ihcda.in.gov

The deadline for submission is June 29, 2026 at 5:00 PM Eastern Time.

Applications that miss the submission deadline, do not contain all of the required forms/documents as listed in this RFQ, and/or do not follow submission instructions as outlined 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. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFQ shall be paid by IHCDA 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 successful Respondent 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 any contract except as permitted by IC §4-13-2-20.
3. **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.
4. **CERTAIN FOREIGN ADVERSARIES.** By submitting a proposal, the Respondent certifies that it and, if applicable, any of its holding companies, affiliates, or subsidiaries:
 - a. Are not considered a “prohibited person” that is designated as posing a national security threat to the integrity of communications networks or the communications supply chain under 47 CFR 54.9.
 - b. Are not listed in Section 889 of the 2019 National Defense Authorization Act;
 - c. Are not listed in Section 1260H of the 2021 National Defense Authorization Act;
 - d. Are not owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce’s (USDOC) foreign adversaries list under 15 C.F.R. 791.4;
 - e. Are not included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury’s Office of Foreign Asset Control (OFAC); and
 - f. Will not enter into a new contract, contract amendment, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria, unless the agency can demonstrate the necessity to do so as outlined in Indiana Executive Order 25-64, paragraph 5.
5. **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 such data, material and information gathered, based upon or disclosed to the Respondent for the purpose of performance, will not be disclosed to or

discussed with third parties without the prior written consent of IHCDA. The Respondent further agrees that:

- a. The parties acknowledge that the services to be performed by the Respondent for IHCDA may require or allow access to data, materials, and information containing Social Security numbers or other Personally Identifiable Information maintained by or on behalf of IHCDA in its computer system or other records. Personally Identifiable Information (“PII”) means personal information as collectively defined in IC-4-1-6-1 and IC 4-1-11-2 and under the National Institute of Standards and Technology (“NIST”) Special Publication 800-122, regardless of form (oral, written, electronic, or otherwise.)
 - b. Respondent will not use or disclose PII except as expressly permitted by Contract or as required by law.
 - c. If (1) Any event that may impact the security of records containing PII or may involve the unauthorized disclosure or acquisition of PII in Respondent’s safekeeping or as otherwise being used by Respondent in Respondent’s performance (“Data Incident”) occurs; or (2) Respondent suspects a Data Incident may have occurred, Respondent must email dataincident@ihcda.in.gov and notify persons listed in Section 34 of this Contract of the Data Incident within twenty-four (24) hours of when Respondent discovered or reasonably should have discovered the Data Incident.
 - d. 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 PII or Social Security number(s) is/are disclosed by the Respondent, the 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.
6. **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 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 vendors who received the RFQ.
 - C. The name and address of each Respondent.
 - D. The amount of each offer.
 - E. A record showing the following:
 - a. The name of the successful Respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.

- F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
- a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.

7. **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.
8. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFQ, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
9. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this agreement 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 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 funding decision made by IHCDA 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.

10. **NONDISCRIMINATION.** Pursuant to the Indiana Civil Rights Law, specifically 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 Respondent 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"). The Respondent will certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

Respondent does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Respondent's workforce.

11. **Artificial Intelligence (AI).** The Respondent shall not use artificial intelligence tools, systems, or technologies ("AI") in the performance of service under any agreement without the prior written consent of IHCDA. "AI" means any engineered or machine-based system that, for a given set of objectives, can generate outputs such as predictions, recommendations, or decisions that influence real or virtual environments. Any approved use of AI must comply with the State of Indiana Artificial Intelligence Policy and standards (available at <https://www.in.gov/mph/AI/>) and all applicable IHCDA policies, procedures, and guidelines governing AI. The Respondent remains fully responsible for all its obligations under an agreement with IHCDA, including confidentiality obligations and the accuracy, quality, and compliance of any work generated by or assisted with AI. Unauthorized use of AI may be considered a material breach.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations as applicable:

- 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 affected and the basis for settlement.
- c. **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.
- d. **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.
- e. **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.
- f. **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).

- g. **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.
- h. **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.
- i. **2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

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.

- j. 2 CFR 230 – Cost Principles for Non-Profit Organizations.
- k. 45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964.
- l. 45 CFR Part 80 and Title VI of the Civil Rights Act of 1964 - Measures to ensure that services and programs are accessible to persons with limited English proficiency.
- m. 45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance.
- n. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- o. 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations.
- p. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance.
- q. 45 CFR Part 93 – New Restrictions on Lobbying.
- r. 2 CFR Part 200 Subpart F – Audit Requirements and all other applicable provisions of 2 CFR Part 200.
- s. 41 U.S.C. 10a-10d, the “Buy American Act.”
- t. The Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq.).
- u. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
- v. The Federal Financial Accountability and Transparency Act 2006 (FFATA).

3. RFQ TERMS AND CONDITIONS

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

- A. This RFQ is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFQ, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, 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 RFQ.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFQ 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:
 - i. Cease all activities with that Respondent.
 - ii. Begin contract preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFQ. By submitting a response to this RFQ, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, 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
- m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

Community Services Block Grant

4. QUALIFICATIONS COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATIONS
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFQ and agree to abide by the terms and conditions contained herein.

I, _____ am the _____ of

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

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

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____