

State: Indiana

Grant: NiSource Gas Transmission Line Habitat Conservation Plan

Grant Number:

Grant Dates: May 15, 2008 to June 30, 2010

### **Background:**

The NiSource Habitat Conservation Plan (HCP) represents a **collaborative effort between 14 states, the U.S. Fish and Wildlife Service (Service), and the Gas Transmission & Storage units of NiSource Inc.** Several types of activities are required for completion of this project. Individual states will write grants for technical investigations and review of HCP draft documents. The Service will provide technical assistance to develop HCP documents and grant funds to carry out specific HCP related activities. NiSource, through contractors, will facilitate stakeholder meetings, develop HCP documents, and deliver products specified in the attached scope of work. The complete Habitat Conservation Plan grant proposal, submitted as NiSource MSHCP Section 6 Grant Proposal August 23, 2007, is available, in electronic form, from the project leader.

Specifically, for this grant and this portion of the HCP, the Indiana Department of Natural Resources, on behalf of the other HCP participants, will implement the contract with The Conservation Fund (TCF) to accomplish the scope of work developed jointly by all participants (attached). The product of this contract will be a mechanism or matrix that facilitates mitigation for NiSource operations, maintenance, and new construction activities across 14 states.

### **Need:**

If this HCP is to be successful, it will be necessary to develop a structured decision support tool for HCP-related mitigation, a tool and approach that all states can use and agree upon. This tool must make business sense for NiSource and produce results that meet the regulatory requirements of the Endangered Species Act and the Service. The best way to address this need is to contract with a company that can facilitate development of this tool and record both development and implementation mechanisms for its use.

The contract provided by this grant is needed to develop the structured decision support tool for HCP-related mitigation associated with the NiSource HCP project. The contract scope of work describes this need in more detail.

### **Objective:**

1) Develop and administer a contract between TCF and the Indiana Department of Natural Resources, Division of Fish and Wildlife, on behalf of the participating States, the Service and NiSource, to accomplish tasks 3 and 4 as outlined in the attached contract which includes the scope of work

Following, is objective background information drawn from the scope of work: Since NiSource's facilities cross 14 states, TCF will facilitate the development of a consistent approach to mitigation site identification across the entire system through completion of two main tasks (identified as Tasks 3 and 4 in the original Section 6 proposal, and as task 1 and 2 in the contract attached as exhibit 1). Completion of these tasks will involve completing of a series of subtasks. The completion of these subtasks is a function of the timeline for completion of the draft HCP document and is dependant upon information provided by the States and other stakeholders. General milestones are identified for each subtask including the purpose, key outcomes, anticipated timeframe for completion and expected cost.

- **Task 1: Development of a Process to Identify Potential Mitigation Sites**
  - In order to ensure a consistent and effective mitigation approach across the NiSource system, the states will work cooperatively to develop a process for identifying and selecting mitigation sites. This process will be developed cooperatively by the states, NiSource, and USFWS and will be coordinated by TCF as agreed to by the states and NiSource. After the process is developed, the states will then use the process to identify potential mitigation sites in their state.
- **Subtask 1.1 – Data Inventory and Quality Assessment**
  - **Purpose:** To document the availability and applicability of mapping data and related information to complete the green infrastructure network design.
  - **Key Requirements**
    - Selection of the planning area (i.e. covered lands). Tentative scale of the green infrastructure assessment includes 15,414 miles of existing system plus a 1-mile corridor (0.5 miles in each direction) plus adjacent counties, ecoregions, and watershed units within the 14-state area.
    - The MSHCP Species Team (comprised primarily of expert representatives from NiSource and the U.S. FWS that was convened for the purpose of developing the HCP) will provide TCF with preliminary results on which species will require mitigation for take (type and amount).
    - Acquisition of data and plans relevant to species take and potential mitigation (e.g. species habitat preferences, element occurrence data, significant natural heritage sites, Wildlife Action Plans, etc.). Information on species take must be provided prior to commencement of focus group meetings.
    - Participation by TCF in relevant MSHCP Team meetings and calls relevant to completing a green infrastructure network design and identifying potential mitigation sites.
    - Development by TCF of Draft network design protocol document distributed to key stakeholders prior to focus group or other outreach sessions. (See subtask 1.2)
  - **Key Activities**
    - TCF will convene conference calls, focus groups<sup>1</sup>, and expert work groups<sup>2</sup> as needed to obtain data and information. Number and timing of these events is contingent upon need. Currently, TCF anticipates holding up to 15 focus group meetings during the months of June and July. During these meetings, resource experts will be asked to provide information on the mitigation needs for a particular species, the opportunities that exist within the species full range, and suggestions for specific projects. The number of focus group meetings will be determined by the anticipated species impacts.
    - TCF will collect and share data and information on a password protected website with document management and web mapping capabilities.
  - **Key Outcomes**
    - The final Data Inventory and Quality Assessment product will be a resource inventory database consisting of GIS layers with supporting metadata and related information.

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<sup>1</sup> focus group sessions will be held with state representatives and the Nature Conservancy (TNC) field staff to discuss potential needs, opportunities and projects related to species impacts in a particular state

<sup>2</sup> Expert working group meetings will be held with state representatives to review their mitigation reports

- **Timeframe:** Final product within 90 days of the availability of the draft MSHCP or the first 90 days of the grant execution, whichever is later. Hereafter, this date will be referenced as the Project Commencement Date.
- **Cost Estimate:** \$250,000, cost plus match totals \$277,778
- **Subtask 1.2 – Green Infrastructure Network Design Protocol**
  - **Purpose:** To create a green infrastructure network design process for the 14-state planning area that facilitates identification of mitigation opportunities at an ecosystem level.
  - **Key Requirements:**
    - Establishment of criteria for key ecosystem attributes (habitat type for listed species), e.g. core forests (Omernik ecoregions), core aquatic systems (watershed/HUCs), and core cave/karst systems, recovery units).
    - Availability of key data elements for development of green infrastructure core areas, hubs, and corridors.
    - Completion of focus group meetings and other data collection activities.
  - **Key Activities:**
    - Development by TCF of draft network design protocol document distributed to key stakeholders (state resource agencies and TNC field staff) prior to focus group or other outreach sessions.
    - Refinement of draft network design protocol, establishment of final protocol based upon data inputs received from various outreach sources.
  - **Key Outcomes:**
    - A written report documenting the methodology for defining scales, establishing criteria, and delineating green infrastructure network elements (e.g. hubs, cores, and corridors).
  - **Timeframe:** Final methodology document completed within six months from the Project Commencement date
  - **Cost Estimate:** \$170,000, cost plus match totals \$188,889
- **Subtask 1.3 – Green Infrastructure Network Design**
  - **Purpose:** To create a Green Infrastructure Network Design covering NiSource’s approximately 15,414-mile network and adjacent counties, eco-regions and watershed units within the 14-state area.
  - **Key Requirements:**
    - Availability of key data elements for development of green infrastructure core areas, hubs, and corridors.
    - Field verification of green infrastructure resources.
  - **Key Activities:**
    - Develop preliminary and final network design.
  - **Key Outcomes:**
    - The network design will be a series of GIS layers and maps delineating the core, hub, and corridor network.
  - **Timeframe:** Final network design completed within nine months of the Project Commencement date.
  - **Cost Estimate:** \$1,265,950, cost plus match totals \$1,406,611
- **Task 2: Development of Potential Mitigation Site Reports**
  - As part of the planning process and in order to better anticipate implementation of the plan, some states will be involved in developing potential mitigation site reports. These reports will

serve as source material for NiSource as it develops its mitigation package in the MSHCP and also can be used by the state agencies for other purposes including State Wildlife Plan implementation and other conservation planning.

- **Subtask 2.1 – Guidance for Mitigation Site Reports**

- **Purpose:** To develop preliminary guidelines for state potential mitigation sites reports.
- **Key Requirements:**
  - MSHCP Species Team will confirm required mitigation to be evaluated for the 14-state region.
  - Synthesis of State interests related to HCP species, including potential suitability criteria for selection of mitigation sites based on the green infrastructure network design and other considerations.
- **Key Activities:**
  - TCF will develop preliminary guidelines for state mitigation reports and distribute to the states.
  - TCF will hold expert group sessions with states to discuss the state mitigation reports. Number of sessions will be mutually determined by TCF, FWS, and NiSource. No more than 15 sessions will be held.
- **Key Outcomes**
  - The guidance document will specify criteria for potential site mitigation projects and include a methodology for identifying costs and benefits relative to potential mitigation opportunities.
- **Timeframe:** Final completed within ten months of the Project Commencement date.
- **Cost Estimate:** \$185,000, cost plus match totals \$205,556

- **Subtask 2.2 – State Mitigation Site Reports**

- **Purpose:** To compile potential mitigation site opportunities on a state-by-state basis.
- **Key Requirements**
  - TCF to have convened expert group sessions or other outreach forums as needed to ensure proper coordination on the preparation of the reports.
- **Key Activities**
  - TCF to prepare mitigation site reports for those states not participating in the process and/or requiring additional assistance.
- **Key Outcomes**
  - 1-2 page written reports from the States and/or TCF for each State.
- **Timeframe:** Final report within eleven months of the Project Commencement date.
- **Cost Estimate:** \$275,000, cost plus match totals \$305,556

- **Subtask 2.3 – Decision Support Framework for Evaluating and Ranking Mitigation Sites**

- **Purpose:** To provide a framework for evaluating potential mitigation site opportunities over time beyond the grant period.
- **Key Requirements:** See requirements from Subtask 2.1.1
- **Key Activities:**
  - Develop and employ an optimization model to be used to rank mitigation opportunities.
  - Perform analysis on collected opportunities and prepare final report.
- **Key Outcomes**

- **Final Report:** The framework will be a series of GIS models and spreadsheets that are designed for non-technical users to rank and optimize mitigation site selection opportunities. The final report will include sections that define terms, documents methods, and provides decision tool user guidance. The federal grant support will be acknowledged in the final report document.
- **Timeframe:** Draft framework within 30 days of the completion of the draft green infrastructure network design. Final report framework at the end of the grant period.
- **Cost Estimate:** \$465,800, cost plus match totals \$517,556

TCF also will provide the State of Indiana, NiSource, and USFWS with a monthly report that assesses progress on each subtask

- **Indiana Division of Fish and Wildlife administrative costs:**
  - **Purpose:** The Indiana Division of Fish and Wildlife will accrue administrative costs for the implementation of this contract. These costs will be billed to the grant in the form of actual salary costs for hours worked on the project. No indirect costs will be billed to the grant.
  - **Key Outcome:** effective contract administration
  - **Time Frame:** Date of approval through June 30, 2010
  - **Cost Estimate** \$10,000 or approximately 225 hours, cost plus match totals \$11,110

### **Expected Results and Benefits:**

Successful completion of this HCP will make it possible for NiSource to conduct necessary pipeline maintenance and construction activities with the secure knowledge that appropriate and biologically significant mitigation can be planned and implemented uniformly across the whole of their operating system. For the federally listed species in the HCP for which take occurs, mitigation must compensate for the effects of take on each of the listed species. This grant seeks to develop a unique approach that coordinates mitigation across multiple states, while making certain that mitigation efforts maximize benefits to impacted species throughout their range. More specifically, by considering mitigation across multiple states, the impacts of fragmented habitats and efforts can be avoided.

### **Approach:**

The State of Indiana will follow standard State of Indiana contracting procedures to establish a contract based on the attached scope of work. This scope of work has been reviewed and approved by all participating states, the Fish and Wildlife Service and the NiSource Gas Transmission Company.

Once the contract is awarded and this grant is approved, the contractor can begin work according to the contract documents and requirements and NiSource can begin to accumulate eligible match. The contractor will be paid upon completion of each contract sub-task, as outlined in the following paragraphs and attached contract.

The contractor will provide monthly progress reports outlining progress on each task, organized by subtask, and assess progress as some form of estimate of the percentage completed and costs incurred. The report will also include any important notes.

The Fish and Wildlife Service, NiSource and State reviewers selected based on the nature of the contract deliverables will jointly review the progress reports. When all parties are satisfied that the work is complete for each sub-task, payment will be authorized by the Fish and Wildlife Service and Ni Source and processed by the State of Indiana. Authorization for payment will take the form of notification by the contractor, via standard monthly reports, that a sub-task or task is complete, and confirmation by the project leader that appropriate match documentation has been received, followed by concurrence email from both the Fish and Wildlife Service and NiSource principal reviewers and any selected state review teams.

In addition to the project leader, other principal reviewers include Forest Clark: 812-334-4261 x206; [forest\\_clark@fws.gov](mailto:forest_clark@fws.gov), Tom Magnuson: 651-306-0655; [tom\\_magnuson@fws.gov](mailto:tom_magnuson@fws.gov) and Rick Hall Jr: 607-768-2760; [rhall@nisource.com](mailto:rhall@nisource.com). State review teams will be selected, if appropriate, based on the nature of the contract deliverable and applicability of the task deliverables to the state area of operations.

**Match:**

Match, in the form of actual invoices for project specific direct costs related to legal, consulting, NEPA review and development and direct staff costs paid directly by the NiSource Company will be used as match for this grant. The documented expenses will not be used as match for any other grant program. The amount of match for this grant will total approximately \$291,306. Match documentation will be in the form of actual cost invoices for work delivered. Copies of sample invoices are attached (exhibit 2 ). Invoices will specify a period ending date, and will include charges for the contract period immediately preceding the period ending date. NiSource will retain necessary documentation to demonstrate the expenses used as match comply with 43CFR12.64 match requirement for this grant program and to demonstrate the match is used for only one grant segment for this project and no other grant programs.

**Project Leader:**

Dr. Katie Smith  
Email: [kgsmith@dnr.in.gov](mailto:kgsmith@dnr.in.gov)  
Phone: 317-232-8160

**Project Location:**

Activities funded under this grant are strictly administrative in nature. The work will occur at multiple offices across the project area. No habitat disruption or animal handling will occur as part of the implementation of this grant.

**Compliance:**

This grant is strictly administrative in nature and involves the development of procedures, including manuals, guidelines and field instructions. No habitat will be disrupted, no animals handled. This grant qualifies for categorical exclusion 1.4A3 of the National Environmental Policy Act.

Budget and Expense Estimate:  
NiSource Gas Transmission Line Habitat Conservation Plan  
Sub Account: 5944

Activity	Federal Share	Match	Total
Task 1.1	\$ 250,000	\$ 27,778	\$ 277,778
Task 1.2	\$ 170,000	\$ 18,889	\$ 188,889
Task 1.3	\$1,265,950	\$ 140,661	\$1,406,611
Task 2.1	\$ 185,000	\$ 20,556	\$ 205,556
Task 2.2	\$ 275,000	\$ 30,556	\$ 305,556
Task 2.3	\$ 465,800	\$ 51,756	\$ 517,556
Ind. Administration	\$ 10,000	\$ 1,110	\$ 11,110
Grant Totals	\$2,621,750.	\$ 291,306	\$2,913,056

## EXHIBIT 1) PROFESSIONAL SERVICES CONTRACT INCLUDING SCOPE OF WORK

### PROFESSIONAL/PERSONAL SERVICES CONTRACT

This Contract (“this Contract”), entered into by and between the Indiana Department of Natural Resources (the “State”) and The Conservation Fund (TCF) (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 following Services relative to this Contact: Support the development of an implementation plan for a 14 State, NiSource Gas Transmission Habitat Conservation Plan.

Since NiSource’s facilities cross 14 states, TCF will facilitate the development of a consistent approach to mitigation site identification across the entire system through completion of two main tasks. Completion of these tasks will require the completion of a series of subtasks. Although the timing of the completion of these subtasks is a function of the timeline for the completion of the draft Multi-State Habitat Conservation Plan (MSHCP) and information provided by the States and other stakeholders, general milestones on each subtask’s timeframe are provided below along with key requirements, activities, and outcomes for each subtask.

- **Task 1: Development of a Process to Identify Potential Mitigation Sites**
  - In order to ensure a consistent and effective mitigation approach across the NiSource system, the states will work cooperatively to develop a process for identifying and selecting mitigation sites. This process will be developed cooperatively by the states, NiSource, and USFWS and will be coordinated by TCF as agreed to by the states and NiSource. After the process is developed, the states will then use the process to identify potential mitigation sites in their state.
  - **Subtask 1.1 – Data Inventory and Quality Assessment**
    - **Purpose:** To document the availability and applicability of mapping data and related information to complete the green infrastructure network design.
    - **Key Requirements**
      - Selection of the planning area (i.e. covered lands). Tentative scale of the green infrastructure assessment includes 15,414 miles of existing system plus a 1-mile corridor (0.5 miles in each direction) plus adjacent counties, ecoregions, and watershed units within the 14-state area.
      - The MSHCP Species Team (comprised primarily of expert representatives from NiSource and the U.S. FWS that was convened for the purpose of developing the HCP) will provide TCF with preliminary results on which species will require mitigation for take (type and amount).
      - Acquisition of data and plans relevant to species take and potential mitigation (e.g. species habitat preferences, element occurrence data, significant natural heritage sites, Wildlife Action Plans, etc.). Information on species take must be provided prior to commencement of focus group meetings.
      - Participation by TCF in relevant MSHCP Team meetings and calls relevant to completing a green infrastructure network design and identifying potential mitigation sites.
      - Development by TCF of Draft network design protocol document distributed to key stakeholders prior to focus group or other outreach sessions. (See subtask 1.2)
    - **Key Activities**

- TCF will convene conference calls, focus groups<sup>3</sup>, and expert work groups<sup>4</sup> as needed to obtain data and information. Number and timing of these events is contingent upon need. Currently, TCF anticipates holding up to 15 focus group meetings during the months of June and July. During these meetings, resource experts will be asked to provide information on the mitigation needs for a particular species, the opportunities that exist within the species full range, and suggestions for specific projects. The number of focus group meetings will be determined by the anticipated species impacts.
    - TCF will collect and share data and information on a password protected website with document management and web mapping capabilities.
  - **Key Outcomes**
    - The final Data Inventory and Quality Assessment product will be a resource inventory database consisting of GIS layers with supporting metadata and related information.
  - **Timeframe:** Final product within 90 days of the availability of the draft MSHCP or the first 90 days of the grant execution, whichever is later. Hereafter, this date will be referenced as the Project Commencement Date.
  - **Cost Estimate:** \$250,000
- **Subtask 1.2 – Green Infrastructure Network Design Protocol**
  - **Purpose:** To create a green infrastructure network design process for the 14-state planning area that facilitates identification of mitigation opportunities at an ecosystem level.
  - **Key Requirements:**
    - Establishment of criteria for key ecosystem attributes (habitat type for listed species), e.g. core forests (Omernik ecoregions), core aquatic systems (watershed/HUCs), and core cave/karst systems, recovery units).
    - Availability of key data elements for development of green infrastructure core areas, hubs, and corridors.
    - Completion of focus group meetings and other data collection activities.
  - **Key Activities:**
    - Development by TCF of draft network design protocol document distributed to key stakeholders (state resource agencies and TNC field staff) prior to focus group or other outreach sessions.
    - Refinement of draft network design protocol, establishment of final protocol based upon data inputs received from various outreach sources.
  - **Key Outcomes:**
    - A written report documenting the methodology for defining scales, establishing criteria, and delineating green infrastructure network elements (e.g. hubs, cores, and corridors).
  - **Timeframe:** Final methodology document completed within six months from the Project Commencement date
  - **Cost Estimate:** \$170,000
- **Subtask 1.3 – Green Infrastructure Network Design**

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<sup>3</sup> focus group sessions will be held with state representatives and the Nature Conservancy (TNC) field staff to discuss potential needs, opportunities and projects related to species impacts in a particular state

<sup>4</sup> Expert working group meetings will be held with state representatives to review their mitigation reports

- **Purpose:** To create a Green Infrastructure Network Design covering NiSource’s approximately 15,414-mile network and adjacent counties, eco-regions and watershed units within the 14-state area.
  - **Key Requirements:**
    - Availability of key data elements for development of green infrastructure core areas, hubs, and corridors.
    - Field verification of green infrastructure resources.
  - **Key Activities:**
    - Develop preliminary and final network design.
  - **Key Outcomes:**
    - The network design will be a series of GIS layers and maps delineating the core, hub, and corridor network.
  - **Timeframe:** Final network design completed within nine months of the Project Commencement date.
  - **Cost Estimate:** \$1,265,950
- **Task 2: Development of Potential Mitigation Site Reports**
    - As part of the planning process and in order to better anticipate implementation of the plan, some states will be involved in developing potential mitigation site reports. These reports will serve as source material for NiSource as it develops its mitigation package in the MSHCP and also can be used by the state agencies for other purposes including State Wildlife Plan implementation and other conservation planning.
  - **Subtask 2.1 – Guidance for Mitigation Site Reports**
    - **Purpose:** To develop preliminary guidelines for state potential mitigation sites reports.
    - **Key Requirements:**
      - MSHCP Species Team will confirm required mitigation to be evaluated for the 14-state region.
      - Synthesis of State interests related to HCP species, including potential suitability criteria for selection of mitigation sites based on the green infrastructure network design and other considerations.
    - **Key Activities:**
      - TCF will develop preliminary guidelines for state mitigation reports and distribute to the states.
      - TCF will hold expert group sessions with states to discuss the state mitigation reports. Number of sessions will be mutually determined by TCF, FWS, and NiSource. No more than 15 sessions will be held.
    - **Key Outcomes**
      - The guidance document will specify criteria for potential site mitigation projects and include a methodology for identifying costs and benefits relative to potential mitigation opportunities.
    - **Timeframe:** Final completed within ten months of the Project Commencement date.
    - **Cost Estimate:** \$185,000
  - **Subtask 2.2 – State Mitigation Site Reports**
    - **Purpose:** To compile potential mitigation site opportunities on a state-by-state basis.
    - **Key Requirements**
      - TCF to have convened expert group sessions or other outreach forums as needed to ensure proper coordination on the preparation of the reports.

- **Key Activities**
    - TCF to prepare mitigation site reports for those states not participating in the process and/or requiring additional assistance.
  - **Key Outcomes**
    - 1-2 page written reports from the States and/or TCF for each State.
  - **Timeframe:** Final report within eleven months of the Project Commencement date.
  - **Cost Estimate:** \$275,000
- **Subtask 2.3 – Decision Support Framework for Evaluating and Ranking Mitigation Sites**
    - **Purpose:** To provide a framework for evaluating potential mitigation site opportunities over time beyond the grant period.
    - **Key Requirements:** See requirements from Subtask 2.1.1
    - **Key Activities:**
      - Develop and employ an optimization model to be used to rank mitigation opportunities.
      - Perform analysis on collected opportunities and prepare final report.
    - **Key Outcomes**
      - Final Report: The framework will be a series of GIS models and spreadsheets that are designed for non-technical users to rank and optimize mitigation site selection opportunities. The final report will include sections that define terms, documents methods, and provides decision tool user guidance. The federal grant support will be acknowledged in the final report document.
    - **Timeframe:** Draft framework within 30 days of the completion of the draft green infrastructure network design. Final report framework at the end of the grant period.
    - **Cost Estimate:** \$465,800

TCF also will provide the State of Indiana, NiSource, and USFWS with a monthly report that assesses progress on each subtask

### **TCF Points of Contact for Scope of Work**

Will Allen, [wallen@conservationfund.org](mailto:wallen@conservationfund.org), 919-967-2223 ext 124

The Contractor shall provide the following services relative to this Contract:

**2. Consideration.** The Contractor will be paid at the rate as set forth in ATTACHMENT A for performing the duties set forth above. TCF will submit subtask deliverables to the State of Indiana, NiSource and USFWS for review and concurrence. Once deliverables have been approved, TCF will invoice the State of Indiana for completion of each subtask. Total remuneration under this Contract shall not exceed \$2,611,750.

**3. Term.** This Contract shall be effective for a period not to exceed 26 months. It shall commence on the date the federal grant is approved and of the last State signature necessary for final approval. CONTRACTOR SHALL NOT COMMENCE ACTIVITIES OR SERVICES UNDER THIS AGREEMENT UNTIL NOTIFIED BY THE STATE THAT FUNDING HAS BEEN APPROVED AND SECURED FROM THE FEDERAL GOVERNMENT AND THAT THE CONTRACT HAS BEEN APPROVED BY ALL NECESSARY STATE AGENCIES. Contractor recognizes and agrees that this contract is conditional upon the State receiving Federal funding through grant application submitted to support this fund this agreement.

**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 this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State 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.

**6. 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 State.

**7. 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 certifies that this Contract is not subject to further acceptance by the Contractor when accepted by the State.

**8. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

**9. 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 of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State 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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State 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 and 4-2-7.

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. The Contractor agrees that any payments currently due to the State 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 State.

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 the State of any such actions. During the term of such actions, the Contractor agrees that the State 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 the State 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 (IDO) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

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

H. 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.

I. 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 (A) except for de minimis and nonsystematic violations, 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.

**10. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

**11. 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, except to the extent disclosure to third parties contributing to the project as described in Section 1 is reasonably deemed necessary by Contractor, without the prior written consent of the State.

The State understands and agrees that data, materials, and information disclosed to the State may contain confidential and protected information. The State 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 the State, except as required by Indiana Code 5-14-3.

## **12. Conflict of Interest.**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the State.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State. The obligation under this section extends only to those facts that the Contractor knows or reasonably could know.

## **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 the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State'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 State'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. 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 the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, 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 the appropriate 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 the State 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 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 the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

**17. Drug-Free Workplace Certification.** 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 the State 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 for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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

**19. 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 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.

**20. Funding Cancellation.** When 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 Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**21. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**22. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any negligent or wrongful act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

**23. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees.

**24. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

**25. Deleted by agreement of the parties**

**26. Deleted by agreement of the parties**

**27. Licensing Standards.** The Contractor and 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. The State shall not be required to 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 licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**28. 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, in any manner, except by written agreement signed by all necessary parties.

**29. Minority and Women’s Business Enterprises Compliance.** The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE’s and WBE’s listed on the Minority and Women’s Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE/WBE    PHONE    COMPANY NAME    SCOPE OF PRODUCTS and/or SERVICES    UTILIZATION DATE    AMOUNT

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**30. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

**31. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**(Include contact name and/or title, name of agency, specific address.)**

B. Notices to the Contractor shall be sent to:

**(Include contact name and/or title, name of vendor, specific address.)**

C. 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.

**32. Deleted by agreement of the parties.**

**33. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other 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 transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State 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. Full, immediate and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

**34. Payments.** 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, by electronic funds transfer to the financial institution designated by the

Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. 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.

**35. Penalties/Interest/Attorney's Fees.** The State 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, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State'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.

**36. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, 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 the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**37. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director 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.

**38. Deleted by agreement of the parties.**

**39. 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.

**40. 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.

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

**42. Deleted by agreement of both parties.**

**43. Termination for Default.**

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

1. Correct or cure any breach of this Contract;
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.

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

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State 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. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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

**44. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**45. 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.

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

**47. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the February, 2006 IDOA *Professional Services Contract Manual*) in any way except for the following clauses: deleted clauses numbered 25, 26, 32, 38, and 42; amendments to clauses numbered 11 and 22.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State 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 hereby agree to the terms thereof.

**Contractor**

(Where Applicable)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Department of Natural Resources**

\_\_\_\_\_  
Glen Salmon, Director  
Division of Fish and Wildlife

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Carter, Jr., Director

Date: \_\_\_\_\_

**Indiana Office of Technology**

**Department of Administration**

By: \_\_\_\_\_  
Karl Browning, Chief Information Officer

\_\_\_\_\_ (for)  
Carrie Henderson, Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of Management and Budget**

**APPROVED as to Form and Legality:  
Office of the Attorney General**

\_\_\_\_\_ (for)  
Christopher A. Ruhl, Director

\_\_\_\_\_ (for)  
Stephen Carter, Attorney General

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 2) EXAMPLE OF MATCH DOCUMENTATION**

ENSR Corporation  
 2 Technology Park Drive  
 Westford, MA 01886  
 (978) 589-3000  
 Fax (978) 589-3100

Remit To:  
**ENSR Corporation**  
 P.O. Box 31863  
 Hartford, CT 06150-1863

NISOURCE INC.  
 MS. CAROL MOORE  
 1700 MACCORKLE AVE., SE  
 CHARLESTON, WV 25314

INVOICE # 369115  
 DATE: 02/01/07  
 PROJECT # 01776-034  
 CA: MEW IBC:C E

CHARGES FOR THE PERIOD ENDING: JANUARY 26, 2007  
 CUSTOMER/P.O.#/REFERENCE: CONTRACT AGREEMENT NO. 6913  
 PROJECT DESCRIPTION: MULTI-SPECIES HABITAT CONSERVATION PLAN

ENSR CONTACT: MS. GABRIELLE BORIN OR MS. MARCIA WILLIAMSON  
 970-493-8878 (COLORADO)

TASK	TASK DESCRIPTION	LABOR	ODC	TOTAL
210	STATE AGENCY COORDINATION	\$ 1,666.00	\$ .00	\$ 1,666.00
300	GIS COORDINATION	\$ 2,503.20	\$ .00	\$ 2,503.20
420	NISOURCE INTERVIEWS-CONS M	\$ 84.00	\$ .00	\$ 84.00
430	OUTSIDE INTERVIEWS-CONS ME	\$ 6,834.00	\$ .00	\$ 6,834.00
510	RFP THIRD-PARTY SUPPORT	\$ 336.00	\$ .00	\$ 336.00
900	PROJ MANAGEMENT, SCHEDULE,	\$ 1,255.80	\$ 4.20	\$ 1,260.00
902	MTG 2 AT NCTC	\$ 15,065.30	\$ 1,862.32	\$ 16,927.62

Please Pay Upon Receipt

Unless not paid within thirty (30) days shall be subject to interest from the 31st day