



**REQUEST FOR PROPOSALS**

**for**

**Environmental Review Record and Section 106 Review Consultant**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**30 South Meridian Street, Suite 1000**

**Indianapolis, IN 46204**

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

**317-232-7777**

**ISSUE DATE: September 14, 2016**

**RESPONSE DEADLINE: September 30, 2016**

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## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”) AND SCOPE OF SERVICES**

The Indiana Housing and Community Development Authority (IHCDA) seeks to contract with a qualified professional to provide reviews for the Environmental Review Record and the Section 106 procedures pursuant to U.S. Department of Housing and Urban Development (HUD) and IHCDA applicable regulations.

In accordance with HOME Investment Partnership Program (HOME), National Housing Trust Fund (HTF), and Community Development Block Grant (CDBG) regulations, IHCDA is requesting written proposals from qualified professionals to perform reviews of IHCDA’s environmental compliance responsibilities in accordance with 24 C.F.R. Part 58 (“Environmental Review Record or ERR”), and obligations set forth in Section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. § 470f] (“Section 106”) and 36 CFR Part 800. These reviews shall be conducted for the following IHCDA funding sources: HOME Investment Partnerships Program (HOME), the National Housing Trust Fund (HTF), and the Community Development Block Grant (CDBG), and these funding sources also have specific requirements set forth in the regulations that apply to them. Therefore, the purpose of this RFP is to solicit proposals from qualified respondents, as defined in Part 2, Section 2 of this RFP, to review both the ERR and the Section 106 documentation submitted to IHCDA for the HOME, CDBG, HTF, and other applicable funding sources, such as the Indiana Affordable Housing and Community Development Fund, that are administered by IHCDA.

### **2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **VISION**

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

#### **MISSION STATEMENT**

To provide housing opportunities, promote self-sufficiency, and strengthen communities.

To accomplish this, IHCDA will:

- Promote place-based initiatives that will allow Hoosiers opportunities to improve their quality of life
- Create and preserve housing for Indiana's most vulnerable population
- Enhance self-sufficiency initiatives in existing programs
- Promote a value-driven culture of continuous improvement

#### **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. RFP TIMELINE

September 14, 2016	RFP released to the general public.
September 30, 2016	RFP respond deadline
October 11-21, 2016	Finalist interviews
October 28, 2016	Final selection made

## PART 2 RFP PROCESS

### 1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA and Indiana Department of Natural Resources Division of Historic Preservation & Archaeology. Respondent must also be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a respondent is at the sole discretion of IHCDA.

### 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

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

#### **Credentials**

The Respondent would need to meet or exceed the Federal requirements stated in “Archaeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines,” Federal Register, Vol. 48, No. 190-September 29, 1983, Pt. IV (see [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)).

Therefore, the Respondent must meet or exceed the following minimum education and experience for only one of the stated professions. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

#### *History*

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

#### *Archeology*

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and

3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

*Architectural History*

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

*Architecture*

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

*Historic*

*Architecture*

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

**Experience**

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

- Preferably five years of relevant experience with HOME and/or CDBG.
- Familiarity and knowledge of the Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund, preferred.
- Experience in construction and real estate development preferred.

**3. QUALIFICATIONS EVALUATION CRITERIA**

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

1. Demonstration of meeting or exceeding the required credentials.

2. Compliance with requirements of this RFP.
3. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP.
4. Respondent's demonstrated experience with the HOME and CDBG programs.
5. Respondent's demonstrated experience with the Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund.
6. Past performance with IHCDA and its programs.
7. Respondent's demonstrated experience in construction and real estate development.
8. Strength of client references.
9. Demonstrated knowledge of the below specified federal regulations. Provide work examples to demonstrate proficiency:
  - 24 CFR Part 58; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
  - 24 CFR Part 51; Environmental Criteria and Standards
  - 24 CFR Part 55; Floodplain Management
  - 36 CFR Part 800; Protection of Historic Properties
  - 40 CFR Parts 1500-1508; Council on Environmental Quality Implementation of NEPA Procedural Provisions
10. Competitive fee, **all costs (travel, time, supplies etc.) must be rolled into and reflected in one standardized fee, which must be a flat fee that reflects the Respondent's fee per ERR/Section 106 submission that is reviewed via pursuant to this RFP, not an hourly rate.**

#### **4. RESPONSIBLE RESPONDENT REQUIREMENTS**

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

1. Have adequate financial resources to perform the project or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and is an entity described in IC Title 23, is properly registered, and owes no outstanding reports to the Indiana Secretary of State (there is a fee to register with the Secretary of State); and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the respondent shall be advised of the reasons for the determination.

## 5. RFP SUBMISSION ITEMS

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

1. Cover Letter;
2. Resume;
3. Proof of meeting the required credentials. Proof should be evidenced by Respondent completing the applicable Indiana Department of Natural Resources Division of Historic Preservation and Archaeology forms(s) and submitting them to IHCDA as part of Respondent’s proposal (do not send to DHPA). Forms are attached to this RFP;
4. One to three page professional writing sample;
5. Narrative describing experience/familiarity with:
  - a. Demonstrated experience with the federal regulations referenced in Part 2, Subsection 8 of Section 3 of this RFP; and
  - b. HUD’s HOME and CDBG programs; and
  - c. Environmental Review Record and Section 106 Reviews; and
  - d. Experience with Section 42 Low Income Housing Tax Credit program, the Federal Historic Preservation Tax Credit program and the Indiana Affordable Housing and Community Development Fund; and
  - e. Experience in construction and real estate development.
6. Outline of proposed fee structure;
7. Two professional references.

## 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  
Director of Real Estate Production  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 1000  
Indianapolis, IN 46204  
sspergel@ihcda.in.gov

**The deadline for submission is Friday, September 30, 2016 at 5:00 PM EST.**

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

## PART 3

## TERMS AND CONDITIONS

### 1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- C. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- D. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information.
- E. **TAXES, FEES AND PENALTIES:** By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
- F. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent’s proposal or immediate termination of an awardee’s contract. An award will not be made where an actual conflict of interest exists. 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.

- G. **APPEALS/PROTEST**: Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

## 2. FEDERAL REQUIREMENTS

**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).

**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.

Requirements set forth in Section 2 of Part 2, of this RFP, entitled "Credentials" that describes the credentials required under federal law to perform Section 106 reviews.

## 3. RFP TERMS AND CONDITIONS

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

- A. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.

- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. **If awarded a contract pursuant to this RFP, the Respondent waives all rights to apply for IHCDA Real Estate Department funding as an applicant, developer, or consultant for a period of two (2) years from the date the contract expires and understands that it will be deemed ineligible to receive funding from IHCDA during this period of time.**
- J. IHCDA reserves the right not to award a contract pursuant to the RFP.
- K. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- L. 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.
- M. 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.
- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.

<<TYPE SERVICE>>

#### 4. QUALIFICATION COVER SHEET

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATION  
Contact Person:

Title:  
Email Address:  
Phone:

Contract Signatory  
Authority:

Title:

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**5. CERTIFICATION OF RESPONDENT**

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

I \_\_\_\_\_ am the \_\_\_\_\_ of

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

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

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Firm name: \_\_\_\_\_

**PROFESSIONAL SERVICES CONTRACT**

**Contract Number:**

This Professional Services Contract (“Contract”), entered into by and between the **Indiana Housing and Community Development Authority** (“IHCDA”) and \_\_\_\_\_ (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 duties of the Contractor are set forth in **Exhibit “A,”** attached hereto and incorporated fully herein, and are summarized below:

**2. Consideration.**

The Contractor will be paid in the manner described more fully in **Exhibit “B,”** attached hereto and made a part hereof. Total remuneration under this Contract shall not exceed **and 00/100 Dollars (\$00.00).**

**3. Term.**

This Contract shall take effect as of **October 1, 2015** (“Effective Date”) and remain in effect through **September 30, 2016** (the “Term”).

**4. Access to Records.**

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

**5. Assignment; Successors.**

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 IHCDA’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 IHCDA, provided that the Contractor gives written notice (including evidence of such assignment) to IHCDA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**6. Assignment of Antitrust Claims.**

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

**7. Audits.**

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

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

## **8. Authority to Bind Contractor.**

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

## **9. Changes in Work.**

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

## **10. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by IHCDA and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6 *et seq.*, IC §4-2-7, *et. seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the IHCDA.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, the Contractor agrees that IHCDA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor’s liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny work to the Contractor, the Contractor may request

that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the IHCDCA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDCA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with IHCDCA.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:

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

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

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

## **11. Condition of Payment.**

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

## **12. Confidentiality of State Information.**

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

The parties acknowledge that the services to be performed by Contractor for IHCDA under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDA in its a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and IHCDA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

### **13. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to IHCDA and must be continued without interruption and that, upon Contract expiration, a successor, either IHCDA or another contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training; and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the IHCDA's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to IHCDA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension.**

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

subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify IHCDA if any subcontractor becomes debarred or suspended, and shall, at IHCDA's request, take all steps required by IHCDA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.**

If IHCDA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute 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 IHCDA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by IHCDA or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against IHCDA for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. IHCDA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by IHCDA to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of IHCDA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of IHCDA should

be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

### **17. Drug-Free Workplace Certification.**

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying IHCDA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **18. Employment Eligibility Verification.**

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

- A. **Intentionally Omitted.**

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

**C. Intentionally Omitted.**

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

**19. Employment Option.**

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

**20. Force Majeure.**

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

**21. Funding Cancellation.**

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

**22. Governing Laws.**

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

**23. HIPAA Compliance.**

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

**24. Indemnification.**

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

## **25. Independent Contractor ;Workers' Compensation Insurance.**

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

## **26. Information Technology Enterprise Architecture Requirement.**

If the Contractor provides any information technology related products or services to IHCDA, 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 IHCDA 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 by IOT in advance. IHCDA may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable amount of time.

## **27. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$2,000,000 per occurrence unless additional coverage is required by IHCDA. IHCDA is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. **Intentionally Omitted.**
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the IHCDA shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$2,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by IHCDA or by applicable statute.
  7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned IHCDA representative a certificate of insurance upon request and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2, upon request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
  2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  3. IHCDA will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify IHCDA under this Contract shall not be limited by the insurance required in this Contract.
  4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to IHCDA.
  5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against IHCDA.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling IHCDA to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to IHCDA upon request.

**28. Key Person(s).**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, IHCDA shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of IHCDA.

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

**Key person(s) to this Contract is/are \_\_\_\_\_,**

**29. Licensing Standards.**

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

**30. Merger & Modification.**

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

**31. Minority and Women’s Business Enterprises Compliance.**

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION</u>	<u>DATE</u>	<u>PERCENT</u>

A copy of each subcontractor agreement must be submitted to IDOA’s MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

**32. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IHCDA and any applicant or employee of the Contractor or any subcontractor.

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

**33. 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 IHCDA shall be sent to:

(Name)  
(Title)  
**Indiana Housing and Community Development Authority**  
**30 South Meridian Street, Suite 1000**  
**Indianapolis, Indiana 46204**

With a copy to:  
**David W. Stewart**  
**General Counsel**  
**Indiana Housing and Community Development Authority**  
**30 South Meridian Street, Suite 1000**  
**Indianapolis, Indiana 46204**

B. Notices to the Contractor shall be sent to:

(Name)  
(Title)  
(Company)  
(Address)  
(City, State, Zip)

**34. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by IHCDA, (3) IHCDA’s Request for Proposals for \_\_\_\_\_, dated \_\_\_\_\_ (the “RFP”), (4) Contractor’s Response to the RFP, dated \_\_\_\_\_, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials.**

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, source code and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to IHCDA so that all Materials will be the property of the IHCDA. If ownership interest in the Materials cannot be assigned to IHCDA, the Contractor grants IHCDA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of IHCDA, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by IHCDA and used to

develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide IHCDA full, immediate, and unrestricted access to the Materials and to Contractor's work product during the Term of this Contract.

**36. Payments.**

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

**37. Penalties/Interest/Attorney's Fees.**

IHCDA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC §34-52-2-3.

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

**38. Progress Reports.**

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

**39. Public Record.**

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

**40. Renewal Option.**

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

**41. 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.

**42. 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.

**43. Taxes.**

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

#### **44. Termination for Convenience.**

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

#### **45. Termination for Default.**

- A. With the provision of thirty (30) days' notice to the Contractor, IHCDA may terminate this Contract in whole or in part if the Contractor fails to:
1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if IHCDA determines progress is being made and the extension is agreed to by the parties;
  2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.
- B. If IHCDA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner IHCDA considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to IHCDA for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. IHCDA shall pay the contract price for completed supplies delivered and services accepted. The Contractor and IHCDA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. IHCDA may withhold from these amounts any sum IHCDA determines to be necessary to protect IHCDA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of IHCDA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. This Contract may be suspended and/or terminated immediately if the Contractor has breached, defaulted, or committed fraud under this Contract or another contract between the Contractor and IHCDA. Further, Contractor's breach or default of other agreements or obligations related to this Contract shall constitute a material breach of this Contract.

#### **46. Travel.**

**No expenses for travel will be reimbursed.**

**47. Indiana Veteran’s Business Enterprise Compliance.**

Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

IVBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or	SERVICES	UTILIZATION	DATE	PERCENT

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**48. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IHCDAs review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to IHCDAs in accordance with applicable law for all damages to IHCDAs caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

**49. Work Standards.**

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

**50. Public Statements, Press Releases, and Media.**

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

## 51. State Boilerplate Affirmation Clause.

I swear or affirm that I have not altered, modified or changed the State's Boilerplate contract clauses (as contained in the *2015 OAG/ IDOA Professional Services Contract Manual*) in any way, except for the following clauses which are named below:

11. **Condition of Payment.** Added "as required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with IHCDA Controller." Added "As a further condition of payment, the Contractor shall complete in full and return to IHCDA a federal Form W-9 (Request for Taxpayer Identification Number and Certification), the form of which is attached hereto as **Exhibit "C"** and made a part hereof" to comply with requirements of IHCDA's accounting department.
12. **Confidentiality of Information.** Added "on behalf of IHCDA in a computer system or" into the first sentence in the second paragraph of this section after the phrase "and information containing social security numbers" Added the words "or other personal information" into the first sentence in the second paragraph of this section after the words "Social Security numbers". Add the words "or on behalf of" behind the words maintained by in the first sentence of the second paragraph of the section.
18. **Employment Eligibility Verification.** Deleted A and C, since IHCDA is a public body corporate and politic and the E-Verify requirement does not apply.
21. **Funding Cancellation.** Reference the Executive Director of IHCDA along with the Director of the State Budget Agency since some of IHCDA's funding comes from other non-State sources.
22. **Governing Law.** Inserted "County of Marion" at the end of the last sentence of the section.
24. **Indemnification.** Substituted "arising from or connected with" for "caused by."
25. **Independent Contractor.** Inserted "Except as provided in Section 24 above," before the sentence beginning with "Neither party shall assume."
27. **Insurance.** Changed paragraph A(1) to lower limits to \$700,000 per person and \$2,000,000 per occurrence. The reduced coverage amounts are acceptable to IHCDA, given that the higher limit of \$5,000,000 would require multiple layers of insurance coverage at a cost that is disproportionate to the contract amount. Deleted paragraph A(2). Modified Paragraph (A)4 to reduce the per occurrence liability limit to \$2,000,000. Modified the first sentence of paragraph A(7) to make the Contractor obligated to provide the proof of insurance upon request. Modified the second sentence of paragraph (C) to make the Contractor obligated to provide the proof of insurance upon request.
33. **Notice to Parties.** Deleted "As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State." after address of Contractor.
36. **Payments.** Deleted "35 days" before "in arrears" in subsection A. Substituted "IHCDA Controller" for "Indiana Auditor of State" in subsection A because IHCDA manages its funds separately from the State.
44. **Termination for Convenience.** Substituted "may continue" for "becomes effective" in lines 4- 5 of this paragraph.

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

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

**NON-COLLUSION AND ACCEPTANCE**

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

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

**[Contractor]**

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

**Indiana Housing and Community Development Authority**

By: \_\_\_\_\_  
Printed Name: J. Jacob Sipe  
Title: Executive Director  
Date: \_\_\_\_\_

**Contract Number:**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Contract Number: \*\*\*\*\***

**PURPOSE**

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

**PERFORMANCE SCHEDULE**

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

<b>Activity/Service</b>	<b>Date Due</b>

**EXHIBIT B**  
**PROJECT COST/FEE SCHEDULE**  
**Contract Number: \*\*\*\*\***

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

SERVICE	FEE	PAYABLE	PROCESS	BUDGETED AMOUNT
	Not to exceed	Upon submittal of	The Contractor must submit an invoice referencing Contract No.: *****. IHCD will pay within thirty (30) days of receipt of the invoice.	\$*****

Unless modified in writing and signed by the parties in the same manner as the Contract to which this “**EXHIBIT B**” is attached, the total amount of fees and/or reimbursed costs under this Contract shall not exceed \*\*\*\*\*and 00/100 Dollars (\$000,000.00).



**APPLICATION FOR FEDERAL  
PROFESSIONAL QUALIFICATIONS  
DOCUMENTATION FOR ARCHAEOLOGY**  
State Form 52779 (R / 5-11)

**INDIANA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF HISTORIC PRESERVATION  
AND ARCHAEOLOGY**  
402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone: (317) 232-1646  
Fax: (317) 232-0693  
E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Name of individual		
Name of company / university		
Address (number and street)		
City	State	ZIP code
Telephone number (       )	Fax number (       )	
E-mail address	Website	

We are requesting the following information to document that you meet or exceed the Federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," *Federal Register*, Vol. 48, No. 190-September 29, 1983, Pt. IV.

The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or a closely related field plus:

1. At least one (1) year of full-time professional experience or equivalent specialized training in archaeological research, administration, or management.
2. At least four (4) months of supervised field and analytic experience in general North American archaeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archaeology must have at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology must have a least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

A. List all graduate degrees and courses in archaeology, anthropology, or a closely related field, year, institution, and field of specialization. Example: MA in Anthropology, 1990, Indiana University, specializing in North American archaeology.

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If you do not have a graduate degree in archaeology or anthropology, attach a statement of how your graduate training is related to archaeology. Discuss how the field in which your degree(s) was/were granted is related to archaeology and list in detail graduate courses taken in archaeology or closely related subjects.

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B. Beginning with your most recent work, list employer, dates of employment, days or weeks actually worked, title, nature of work, and length of experience and/or training in full-time months. Example: Ball State University, 06/99–06/00, five (5) business days a week for the entire period, research assistant, lithic analysis and report writing, ten (10) full-time months. Those with many years experience need only list their most recent jobs. Listing more than one (1) year's experience is optional.

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C. Qualified archeologists need at least four (4) months of supervised field and analytic experience in general North American archaeology. List supervisor, institution/employer, year, nature of experience, and length of experience expressed in full-time months. Example: Dr. Smith, Purdue University, 2000, field work at an Archaic campsite in Indiana, two (2) full-time months.

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D. Qualified archaeologists need to demonstrate the ability to carry research to completion. List up to five (5) projects for which you bore primary responsibility for research and report writing. List a brief description of the project, year research was begun, and cite any report(s) with date of completion and/or publication. Example: survey of US-52, began 10/02, "Archaeological Survey of US-52," Ball State University Cultural Resources Management Report 12, 01/03.

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E. PREHISTORIC ARHAEOLOGISTS must have at least one (1) year full-time experience at a supervisory level in the study of prehistoric archaeology in addition to the experience listed in A-D. List your title, institution/employer, dates, nature of work, and duration in full-time months. Those with many years experience may list only their most recent work. Example: Senior Archaeologist, Cultural Resources Corporation, 1989, field director of mitigation excavations at a stratified Late Woodland site in Michigan, five (5) full-time months.

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F. HISTORIC ARHAEOLOGISTS must have at least one (1) year full-time experience at a supervisory level in the study of historic archaeology in addition to the experience listed in A-D. List your title, institution/employer, dates, nature of work, and duration in full-time months. Those with many years experience may list only their most recent work. Example: Research Associate, Henry County Museum, Illinois, 1997, directed field and lab work at a Middle Woodland site, ten (10) full-time months.

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G. List any specialized skills, and list supervisor, institution/employer, year, nature of experience, and length of training or experience expressed in full-time months. Example: lithic analysis, human osteology, GIS, GPR.

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## UNDERWATER (MARINE) ARCHAEOLOGY REQUIREMENTS

There are currently no federal qualification requirements published in the Federal Register for underwater specialists. Please complete the sections applicable to underwater archaeology in the State section listed below.

## STATE PROFESSIONAL QUALIFICATIONS DOCUMENTATION

The following information is requested to document professional qualifications meeting or exceeding the requirements of the State of Indiana, as stated in Indiana Code (IC) 14-21-1 and 312 IAC 21.

### 312 IAC 21-3-4 Personnel qualifications

Authority: IC 14-21-1-31; IC 14-34-4-10

Affected: IC 4-21.5-3-8; IC 14

Sec. 4. (a) An individual who wishes to conduct an investigation under this article must submit a curriculum vitae to the division to satisfy the qualification standards of this section.

(b) A principal investigator must have the following:

(1) A graduate degree in anthropology or a closely related field with a specialization in archaeology at the graduate level.

(2) Three (3) years of experience in anthropology or a related field, consisting of at least two (2) years as a supervisor in archaeological survey and excavation and one (1) year of laboratory cataloging and analysis and the preparation of a research-oriented monograph, thesis, or dissertation.

(3) Graduate course work, training, and experience in archaeology, including theory, methods, techniques, cultural areas, and field and laboratory techniques, under the direction of a qualified professional archaeologist.

(4) In addition to the requirements contained in subdivisions (1) through (3), the following requirements apply to a project in the areas specified:

(A) For a prehistory project, two (2) years of supervisory experience and research in Midwestern archaeology.

(B) For a history project, two (2) years of supervisory experience in Midwestern historic archaeology and archival research.

(C) For a marine project, two (2) years of supervisory experience in underwater archaeological techniques and research. Diving certification is also required from a recognized certifying organization (examples: NAUI, PADI, Red Cross, YMCA, and United States Navy).

(c) A field or laboratory supervisor, who is eligible to submit draft and final reports for field projects, must have the following:

(1) A master's degree in anthropology or a related field and one (1) year of supervisory experience in survey, excavation, or laboratory techniques.

(2) Instead of the requirements under subdivision (1), experience and training under a person who would qualify as a principal investigator and satisfaction of the qualifying examinations required toward a doctor of philosophy degree.

(3) Graduate course work, training, and experience in archaeology, including theory, methods, techniques, cultural areas, and field and laboratory techniques, under the direction of a qualified professional archaeologist.

(4) In addition to the requirements contained in subdivisions (1) or (2) and (3), the following requirements apply to a project in the specified areas:

(A) For a prehistory project, one (1) year of experience at the master's degree level in Midwestern prehistoric archaeological research.

(B) For a history project, one (1) year of experience at the master's degree level in Midwestern historic archaeological and archival research.

(C) For a marine project, one (1) year of experience in marine archaeology and underwater archaeological techniques and research. Diving certification is also required from a recognized certification organization (examples: NAUI, PADI, Red Cross, YMCA, and United States Navy).

(D) For a laboratory project, one (1) year of supervisory experience at a master's degree level in collections research, artifact analysis, curation, and artifact cataloging and classification. Depending upon the nature of the project, experience with prehistoric or historic artifacts is required.

(d) A field or laboratory technician is an assistant supervisor or field-crew member with experience in archaeological field techniques and methodologies. A laboratory technician must be experienced in all varieties of laboratory analysis and techniques and must hold a bachelor's degree in anthropology or a closely related field, with a specialization and course work in archaeology, or possess equivalent background, with one (1) year of field survey, excavation, or laboratory techniques experience under the direction of a qualified professional archaeologist. In addition, the following requirements apply to a project in the specified areas:

(1) For a prehistory project, one (1) year of experience in Midwestern prehistoric archaeological fieldwork.

(2) For a history project, one (1) year of experience in historic archaeology fieldwork.

(3) For a marine project, one (1) year of experience in classifying, cataloging, analyzing, data recording, and curation of artifacts.

(e) A fieldworker is a survey or excavation worker who:

(1) has completed one (1) archaeological field school;

(2) has field experience equivalent to one (1) archaeological field school; or

(3) has received or is receiving training in archaeological field, laboratory, or research methods under the direction of a qualified professional archaeologist.

\_\_\_\_\_ I wish to be qualified as a Principal Investigator under IC 14-21-1 and 312 IAC 21.

\_\_\_\_\_ I wish to be qualified as a Field or Laboratory Supervisor under IC 14-21-1 and 312 IAC 21.

\_\_\_\_\_ I wish to be qualified as a Field or Laboratory Technician under IC 14-21-1 and 312 IAC 21.

\_\_\_\_\_ I wish to be qualified as a Fieldworker under IC 14-21-1 and 312 IAC 21.

A curriculum vitae with a transcript of any archaeological courses taken at the undergraduate and graduate levels, submitted to the division to satisfy the qualification standards of this section, must include detailed documentation and breakdown by weeks or days for amounts, separately, of the following:

(1) Supervisory experience in each of the following: archaeological survey, excavation, and laboratory cataloging and analysis.

(2) Nonsupervisory experience in each of the following: archaeological survey, excavation, and laboratory cataloging and analysis.

(3) Supervisory experience and research in each of the following: Midwestern prehistoric archaeology, Midwestern historic archaeology, historic archaeology, archival research, and underwater archaeological techniques and research.

- (4) Nonsupervisory experience and research in each of the following: Midwestern prehistoric archaeology, Midwestern historic archaeology, historic archaeology, archival research, and underwater archaeological techniques and research.
- (5) Archaeological field schools taken and weeks of duration.

A person who participates in an investigation or a scientific investigation under 312 IAC 22 must comply with the applicable codes of ethics and professional standards for participating in archaeology as set forth in the most current guidebook (the Guidebook for Indiana Historic Sites and Structures Inventory and Archaeological Sites, as prepared by the Division of Historic Preservation and Archaeology). In addition, the SHPO office expects adherence to the highest ethical and professional standards such as those adhered to by members of the SAA, SHA, AIA, AAA, RPA and others. Please indicate current membership in any relevant professional societies below:

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The division shall maintain a roster of persons who have qualified under this section. The roster shall be available for public inspection.

The division director may file a complaint with the commission under IC 4-21.5-3-8 to terminate, suspend, or condition the qualification of a person included in the roster, where the person fails to substantially comply with the guidebook. A final order for a sanction under this subsection may be dissolved or modified by agreement of the parties or for just cause as determined by the commission. (*Natural Resources Commission; 312 IAC 21-3-4; filed Jun 8, 2001, 12:30 p.m.: 24 IR 3019*)

**ALL APPLICANTS**

- A. Attach a statement with any other information or explanations which you would like to have considered.
- B. Attach a current resume or curriculum vitae to this **completed** form.
- C. The information submitted on this form and with the attachments to this form is accurate to the best of my knowledge. I understand that inclusion in the list does not constitute endorsement or guarantee of any individual consultant, any contracting firm or any consultant's work or work products. I also understand that it is my responsibility to inform the DHPA of any changes that may become necessary to the information provided.

Signature	Printed name	Date ( <i>month, day, year</i> )
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Submission:

1. Submit your documentation to the Indiana Division of Historic Preservation and Archaeology, 402 West Washington Street, Room W274, Indianapolis, Indiana 46204-2739.
2. The Indiana Division of Historic Preservation and Archaeology will review your documentation to determine if your qualifications meet the standards established by the National Park Service. If we determine your qualifications meet the standards, you will be added to the roster. If we find that you do not meet the standards, you will receive an explanation of why your qualifications do not meet the standards.
3. Contact the Indiana Division of Historic Preservation and Archaeology with questions at the address above, by calling the DHPA at (317) 232-1646, or by e-mail: [dhp@dnr.IN.gov](mailto:dhp@dnr.IN.gov).



# APPLICATION FOR FEDERAL PROFESSIONAL QUALIFICATIONS DOCUMENTATION FOR ARCHITECTURE

State Form 52780 (R / 8-11)

**INDIANA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF HISTORIC PRESERVATION  
AND ARCHAEOLOGY**  
402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone: (317) 232-1646  
Fax: (317) 232-0693  
E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Name of individual			
Name of company / university			
Address (number and street, city, state, and ZIP code)			
Telephone number (     )	Fax number (     )	E-mail address	Website

We are requesting the following information to document that you meet or exceed the Federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," *Federal Register*, Vol. 48, No. 190-September 29, 1983, Pt. IV.

The minimum professional qualifications for architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a state license to practice architecture.

A. List your professional degree in architecture. Include the degree, year, and institution.

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B. List your experience in architecture, including employers, dates employed, title, nature of work, and length of experience converted to full-time months.

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C. State license to practice architecture?	<input type="checkbox"/> Yes <input type="checkbox"/> No	State(s)
License number(s)	Effective date(s) of license(s) (month, day, year)	

ALL APPLICANTS	
A. Attach a statement with any other information or explanations which you would like to have considered.	
B. Attach a current resume or curriculum vitae to this <b>completed</b> form.	
C. If you are a licensed architect, please provide a copy of your current license.	
D. The information submitted on this form and with the attachments to this form is accurate to the best of my knowledge. I understand that inclusion in the list does not constitute endorsement or guarantee of any individual consultant, any contracting firm or any consultant's work or work products. I also understand that it is my responsibility to inform the DHPA of any changes that may become necessary to the information provided.	
Signature	Date (month, day, year)
Printed name	

SUBMISSION
1. Submit your documentation to the Indiana Division of Historic Preservation and Archaeology, 402 W. Washington Street, Room W274, Indianapolis, Indiana 46204-2739.
2. The Indiana Division of Historic Preservation and Archaeology will review your documentation to determine if your qualifications meet the standards established by the National Park Service. If we determine your qualifications meet the standards, you will be added to the roster. If we find that you do not meet the standards, you will receive an explanation of why your qualifications do not meet the standards.
3. Contact the Indiana Division of Historic Preservation and Archaeology with questions at the address above, by calling the Indiana Division of Historic Preservation and Archaeology at (317) 232-1646, or by e-mail: <a href="mailto:dhpa@dnr.IN.gov">dhpa@dnr.IN.gov</a> .



**APPLICATION FOR FEDERAL PROFESSIONAL  
QUALIFICATIONS DOCUMENTATION FOR  
ARCHITECTURAL HISTORY**

State Form 52781 (R / 8-11)

**INDIANA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF HISTORIC PRESERVATION  
AND ARCHAEOLOGY**  
402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone: (317) 232-1646  
Fax: (317) 232-0693  
E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Name of individual			
Name of company / university			
Address (number and street, city, state, and ZIP code)			
Telephone number (     )	Fax number (     )	E-mail address	Website

We are requesting the following information to document that you meet or exceed the Federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," *Federal Register*, Vol. 48, No. 190-September 29, 1983, Pt. IV.

The minimum professional qualifications for architectural history are a graduate degree in architectural history, art history, historic preservation, or a closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or a closely related field, plus one of the following:

1. At least two years of full-time professional experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum or other professional institution; or
2. Substantial contribution through research and publications to the body of scholarly knowledge in the field of architectural history.

A. List your graduate degree(s) in architectural history, art history, or historic preservation. Include the degree, year, institution and area of specialization. Briefly explain the relevance of your graduate training (if not in architectural history) to the study of architectural history.

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B. List your graduate degree(s) in fields closely related to architectural history. Briefly explain the relevance of your graduate training to the study of architectural history. Include coursework in American architectural history.

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C. List your bachelor's degree in architectural history, art history, historic preservation, or a closely related field. Include the degree, field, year, and institution. For any degree in a field other than architectural history, briefly discuss the relevance to the study of architectural history and list courses in American architectural history.

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D.	Those without a graduate degree in architectural history, art history, historic preservation, or a closely related field must demonstrate at least two years of full-time experience in research, teaching, or a substantial contribution to scholarly research and publication history.
1.	List your work experience in architectural historical research or teaching, including your employer, dates of employment, title, nature of work, and length of experience converted to full-time months. Acceptable experience includes, but is not limited to research, writing, teaching, within an academic institution, historical organization or agency, museum, or other professional institution.
2.	List your scholarly research, publications, and reports in the field of American architectural history. If research listed here has not resulted in a report or publication, describe the use to which the results were applied. Attach separate sheet, if necessary.

<b>ALL APPLICANTS</b>
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| <p>A. Attach a statement with any other information or explanations which you would like to have considered.</p> <p>B. Attach a current resume or curriculum vitae to this <b>completed</b> form.</p> <p>C. The information submitted on this form and with the attachments to this form is accurate to the best of my knowledge. I understand that inclusion in the list does not constitute endorsement or guarantee of any individual consultant, any contracting firm or any consultant's work or work products. I also understand that it is my responsibility to inform the DHPA of any changes that may become necessary to the information provided.</p> |
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Signature	Date ( <i>month, day, year</i> )
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Printed name
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<b>SUBMISSION</b>
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| <ol style="list-style-type: none"> <li>1. Submit your documentation to the Indiana Division of Historic Preservation and Archaeology, 402 W. Washington Street, Room W274, Indianapolis, Indiana 46204-2739.</li> <li>2. The Indiana Division of Historic Preservation and Archaeology will review your documentation to determine if your qualifications meet the standards established by the National Park Service. If we determine your qualifications meet the standards, you will be added to the roster. If we find that you do not meet the standards, you will receive an explanation of why your qualifications do not meet the standards.</li> <li>3. Contact the Indiana Division of Historic Preservation and Archaeology with questions at the address above, by calling the Indiana Division of Historic Preservation and Archaeology at (317) 232-1646, or by e-mail: <a href="mailto:dhpa@dnr.IN.gov">dhpa@dnr.IN.gov</a>.</li> </ol> |
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**APPLICATION FOR FEDERAL  
PROFESSIONAL QUALIFICATIONS  
DOCUMENTATION FOR HISTORY**

State Form 52782 (R / 8-11)

**INDIANA DEPARTMENT OF NATURAL RESOURCES**

**DIVISION OF HISTORIC PRESERVATION  
AND ARCHAEOLOGY**

402 West Washington Street, Room W274

Indianapolis, Indiana 46204-2739

Telephone: (317) 232-1646

Fax: (317) 232-0693

E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Name of individual			
Name of company / university			
Address (number and street, city, state, and ZIP code)			
Telephone number (     )	Fax number (     )	E-mail address	Website

We are requesting the following information to document that you meet or exceed the Federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," *Federal Register*, Vol. 48, No. 190-September 29, 1983, Pt. IV.

The minimum professional qualifications for are a graduate degree history or a closely related field; or a bachelor's degree in history or a closely related field, plus one of the following:

1. At least two years of full-time professional experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publications to the body of scholarly knowledge in the field of history.

A. List your graduate degree(s) in history. Include the degree, year, institution and area of specialization.

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B. List your graduate degree(s) in fields closely related to history. Include the degree, year, institution, and area of specialization. Briefly explain the relevance of your graduate training to the study of history.

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C. List your bachelor's degree in history or a closely related field. Include the degree, field, year, and institution. For a degree in a field other than history, briefly discuss the relevance to the study history.

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D. Those without a graduate degree in history or a closely related field must demonstrate at least two years of full-time experience in history or a substantial contribution to scholarly research and publication history.

1. List your work experience in history, including your employer, dates of employment, title, nature of work, and length of experience converted to full-time months. Acceptable experience includes, but is not limited to, research, writing, teaching, or interpretation within an academic institution, historical organization or agency, museum, or other professional institution.

2. List your scholarly research, publications, and reports in the field of history. If research listed here has not resulted in a report or publication, describe the use to which the results were applied. *(Attach additional pages as necessary.)*

**ALL APPLICANTS**

- A. Attach a statement with any other information or explanations which you would like to have considered.
- B. Attach a current resume or curriculum vitae to this **completed** form.
- C. The information submitted on this form and with the attachments to this form is accurate to the best of my knowledge. I understand that inclusion in the list does not constitute endorsement or guarantee of any individual consultant, any contracting firm or any consultant's work or work products. I also understand that it is my responsibility to inform the DHPA of any changes that may become necessary to the information provided.

Signature	Date (month, day, year)
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Printed name

**SUBMISSION**

- 1. Submit your documentation to the Indiana Division of Historic Preservation and Archaeology, 402 W. Washington Street, Room W274, Indianapolis, Indiana 46204-2739.
- 2. The Indiana Division of Historic Preservation and Archaeology will review your documentation to determine if your qualifications meet the standards established by the National Park Service. If we determine your qualifications meet the standards, you will be added to the roster. If we find that you do not meet the standards, you will receive an explanation of why your qualifications do not meet the standards.
- 3. Contact the Indiana Division of Historic Preservation and Archaeology with questions at the address above, by calling the Indiana Division of Historic Preservation and Archaeology at (317) 232-1646, or by e-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov).



# APPLICATION FOR FEDERAL PROFESSIONAL QUALIFICATIONS DOCUMENTATION FOR HISTORIC ARCHITECTURE

State Form 53138 (R / 8-11)

**INDIANA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF HISTORIC PRESERVATION  
AND ARCHAEOLOGY**  
402 West Washington Street, Room W274  
Indianapolis, Indiana 46204-2739  
Telephone: (317) 232-1646  
Fax: (317) 232-0693  
E-mail: [dhpa@dnr.IN.gov](mailto:dhpa@dnr.IN.gov)

Name of individual			
Name of company / university			
Address (number and street, city, state, and ZIP code)			
Telephone number (     )	Fax number (     )	E-mail address	Website

We are requesting the following information to document that you meet or exceed the Federal requirements stated in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," *Federal Register*, Vol. 48, No. 190-September 29, 1983, Pt. IV.

The minimum professional qualifications for historic architecture are a professional degree in architecture or a state license to practice architecture, plus one of the following.

- At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or a closely related field; or
- At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigation of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

A. List your professional degree in architecture. Include the degree, year, institution and area of specialization.

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B. State license to practice architecture? <input type="checkbox"/> Yes <input type="checkbox"/> No	State(s)
License number(s)	Effective date(s) of license(s) (month, day, year)

C. List any graduate study in architectural preservation, American architectural history, preservation planning or a closely related field. Include length of study, institution, and field of specialization.

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D. List any full-time professional experience on preservation, rehabilitation, or restoration projects. Experience on preservation, rehabilitation, or restoration projects shall include detailed investigation of historic structures, preparation of historic structures research reports and preparation of plans and specifications for preservation projects. Include employer, dates employed, project, nature of work, and length of experience converted to full-time months. (*Attach additional pages as necessary.*)

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**ALL APPLICANTS**

- A. Attach a statement with any other information or explanations which you would like to have considered.
- B. Attach a current resume or curriculum vitae to this **completed** form.
- C. If you are a licensed architect, please provide a copy of your current license.
- D. The information submitted on this form and with the attachments to this form is accurate to the best of my knowledge. I understand that inclusion in the list does not constitute endorsement or guarantee of any individual consultant, any contracting firm or any consultant's work or work products. I also understand that it is my responsibility to inform the DHPA of any changes that may become necessary to the information provided.

Signature

Date (*month, day, year*)

Printed name

**SUBMISSION**

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