

REQUEST FOR QUALIFICATIONS – ENVIRONMENTAL CONSULTING SERVICES



Department of Metropolitan Development
City of Indianapolis
200 E. Washington Street, Suite 2042
Indianapolis, IN 46204

REQUEST FOR QUALIFICATIONS (RFQ) Brownfield Redevelopment Program – On-Call Environmental Contractors Reference #: BRP - 2017 – 001

INTRODUCTION AND PURPOSE

The Consolidated City of Indianapolis and Marion County (City,) Department of Metropolitan Development (DMD,) Brownfield Redevelopment Program (BRP) is requesting qualifications from consultants (Consultants) interested in providing environmental consulting services including assessments, incidental related services, an option for new and existing on-call environmental contractors to provide grant writing services related to environmental and/or planning grants, and emergency remediation in accordance with the attached scope of services and sample contract. This Request for Qualifications (RFQ) is being issued to solicit information, qualifications and statements of interest from firms able to provide such services on an on-call basis as needed by the City and its agencies. Submissions will be used by the City of Indianapolis to identify professionals meeting the required qualifications standards and capable of providing the necessary services. The City may then proceed to negotiate fees with qualified respondents. Submission of a qualification statement does not guarantee that a respondent will be contracted to perform any services; it only serves as notice to the City of Indianapolis that a respondent desires to be considered.

The goal of the RFQ is to execute multi-year master contracts with multiple qualified Consultants which include a service array broad enough to ensure that the City has timely access to all necessary environmental consulting services. These master agreements will establish terms, conditions and negotiated fees for a specified period, during which contractors will agree to provide services on an as-needed basis. The terms and rates will be aligned with existing on-call contracts. No contract will have a dollar amount or actual projects specified at the outset. Rather, the City, in its sole discretion, will select contractors based on the services needed and the capacity of the various contractors at the time of the actual project(s). In the interest of efficiency, the City may award contracts for an unspecified number of projects to as many qualified respondents as it anticipates may be necessary to meet its needs.

DATE ISSUED:

August 30, 2017

SUBMISSION DEADLINE:

September 18, 2017

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SUBMISSION INSTRUCTIONS:

Two (2) bound original copies and one (1) electronic copy on CD-ROM. Facsimile or email submissions will not be accepted. Submissions must be clearly labeled with RFQ Name and Reference Number (above). Submissions must be signed by a representative of the respondent organization authorized to submit proposals and to establish fees on behalf of the respondent and to bind the respondent to the terms and conditions of this RFQ. Submissions must be received on or before 12 p.m. (EDT) on September 18, 2017. Late submissions will not be accepted or considered. The respondent shall assume full responsibility for the delivery of the qualifications submission to the City. Submissions must be mailed or delivered to:

Principal Program Manager - Brownfield Redevelopment Program (BRP)
Department of Metropolitan Development
200 East Washington Street, Room 2042
Indianapolis, IN 46204

An electronic version of the RFQ is available at <http://www.indy.gov/egov/city/dmd/Pages/home.aspx>

Contact for Questions:

For questions regarding the RFQ, contact Piers Kirby, Senior Project Manager
(317) 327-5131, Piers.Kirby@indy.gov

Inquiries shall not be directed to any other staff member of DMD or any other city agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFQ.

All questions/inquiries regarding this RFQ must be submitted in writing by the deadline of **12:00 p.m. (EDT) on September 12, 2017**. Written responses will be provided via e-mail no later than **3:00 p.m. (EDT) on September 14, 2017**.

If revisions or additional information are necessary to clarify this RFQ, an addendum will be posted on the DMD website. DMD may extend the due date and time for responses as necessary to accommodate such changes.

SCOPE OF SERVICES. Respondents should review the attached Scope of Service provided in Attachment A and submit qualifications for some or all of the services. The actual scope of services will be addressed in individual contracts.

SAMPLE CONTRACT. Respondents should review the sample contract provided in Attachment B. In accordance with the process described below, any material elements of the contract will be substantially finalized prior to contract award.

SUBMISSION REQUIREMENTS:

SUBMISSION OF QUALIFICATIONS.

Qualified Consultants are invited to submit a written qualifications statement to the City for consideration. The qualifications statement can pertain to some or all of the services identified in this RFQ; and teaming arrangements may be proposed, but are not required. The minimum content of the submission is outlined below:

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- I. Brief narrative history of the firm
- II. Proposed personnel, identifying all key personnel’s qualifications and a primary point of contact for the City and its Agencies, and summaries of all key personnel’s qualifications and relevant work experience.
- III. Firm qualifications and related experience demonstrating the firm’s capabilities related to those services it intends to provide and its experience in working with Local governments, the State of Indiana and Federal regulatory agencies, and its capacity to coordinate and complete services in a timely manner. Respondents must identify which services from the Scope of Services will be available and must furnish a list of client references for which the respondent has provided those services.
- IV. Descriptions of technical and operational approaches for performing the services described above.
- V. State the firm’s status as a MBE/WBE/DOBE/VBE as part of the response. If the firm is claiming MBE/WBE/DOBE/VBE status for itself or a subcontractor, valid certification must be included in the response.

Firms that already have contracts with the City BRP for on-call environmental consulting services, but who desire to expand their scope of services to include on-call grant writing and/or emergency remediation services, may provide a statement of qualifications tailored specifically for that portion of work. Responses would be confined to information relevant to the expanded Scope of Work.

MBE/WBE/DOBE/ VBE PARTICIPATION.

In accordance with Title I, Article IV, Section 202-401 of the Indianapolis’ Revised Code of the Consolidated City and County and its Executive Order No. 5, 2008, the City encourages qualified Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE) and Veteran Business Enterprises (VBE) to respond to this RFQ. The City also encourages Respondents to identify and include qualified MBE/WBE/DOBE/VBE subcontractors in their responses as described in the sample contract/Attachment B.

AUTHORIZED REPRESENTATIVE.

The submission must include a statement signed by a properly authorized representative, agent, member or officer of the respondent attesting, subject to the penalties for perjury, that s/he has authority to submit responses and establish fees on behalf of the respondent and to bind the respondent to the terms and conditions of this RFQ, including:

- agreement to incorporate all of the terms of this RFQ in to a contract for Consultant services
- agreement to all terms in the sample contract/Attachment B, except any terms specifically identified in the response and with respect to which the City and respondent agree to an alternative

which attestation will be incorporated in to respondent’s contract for Consultant services along with all other RFQ terms.

EVALUATION OF QUALIFICATIONS SUBMISSIONS.

Qualifications submissions will be evaluated on the basis of demonstrated expertise and experience in providing the services which are the subject of this RFQ and on the availability of staff. Responses will be evaluated based upon the proven ability of the respondents to satisfy the requirements of the RFQ in a timely and cost-effective manner.

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Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category:

1. Demonstrated stability and capabilities of the firm
 - a. Staff and financial stability
 - b. Capability to meet project staffing and schedule needs
 - c. Project experience related to environmental consulting and remediation services.
 - d. Project experience, relevant to the Scope of Services described in the RFQ.
 - e. Summaries for representative projects, including client name, dates of service and references (contact name, title, and telephone number), demonstrating experience related to environmental consulting and remediation projects performed for Local, State and Federal units of government.
2. Structure, demonstrated capabilities, and qualifications of project team
 - a. Organizational structure, project position/role descriptions and responsibilities, and key staff assignments
 - b. Qualifications and experience of key project staff.
 - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
3. Demonstrated understanding of the Scope of Services and task implementation

The Director of DMD/ Program Manager of the BRP or her/his designee will, in the exercise of her/his sole discretion, determine which submissions offer the best means of servicing the interests of the City. The exercise of this discretion will be final.

TERMS AND CONDITIONS:

RIGHTS AND SELECTION

The purpose of this RFQ is to serve the best interests of the City. The City does not create any obligation, express or implied, of any kind or description by issuing this RFQ or receiving a response. Neither this RFQ nor the response shall be considered a legal offer. The City reserves the right to modify any provision of this RFQ or to withdraw the RFQ at any time prior to the execution of a contract pursuant thereto.

The City reserves the rights to reject any or all responses, to request or issue clarifications, to make inquiries of Respondents and their references and clients regarding qualifications and information submitted as part of their responses, to determine which responses meet the City's needs and to pursue as many or as few agreements as are in the City's best interest.

Consultants will be selected based on responses as to expertise, experience and other factors which show them to be qualified, responsible and capable of performing the work in the best interests of the City. All decisions will be final. In the event the City does not enter agreements with Respondent(s) initially selected to carry out the purposes described in this RFQ, the City may negotiate and enter agreements with others.

DISCLOSURE OF RESPONSES/CONFIDENTIAL INFORMATION

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All responses to this RFQ become the property of the City. 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, after the contract awards, the entire RFQ file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must mark such documents as “confidential” and place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the submission and on the outside of that envelope that confidential materials are included. If the respondent does not identify the statutory exception, the City will not consider the submission confidential. The City reserves the right to make determinations of confidentiality. If the City does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Fees are not confidential information.

Respondents acknowledge that contracts that result from this RFQ are not confidential information and that the City will post the contracts on the City website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

CONTRACTS.

TERMS: Respondent must review the sample contract/Attachment B and submit any requested changes with its response. The City reserves the right to reject any requested changes. Only changes requested in the response will be considered; all other terms are considered accepted by respondent.

AWARD: The City will award contracts to the respondents deemed qualified and responsive with respect to factors determined in the sole discretion of the City and based on the City’s review of the respondents’ abilities to provide the required services and on the City’s needs. Notice of Awards will be provided to the selected respondents at the earliest possible date.

NEGOTIATION: After selection of respondents by appropriate City officials, contract negotiations will commence. In addition to fees, negotiations may include alternate provisions presented by the respondent and additional terms and conditions to which the parties agree. If at any time contract negotiations are determined to be ineffective, the City may terminate negotiations.

COSTS. Any travel or preparation costs associated with a response to this RFQ shall be at respondent’s expense and shall not be included in any related contract or fee negotiations.

INSURANCE: See Sample contract and include answers to the following questions in your response.

--Do these insurance requirements exceed coverage provided in your existing insurance program?

--If they do, what would be the cost to obtain this additional insurance?

Attachment B
PROFESSIONAL SERVICES AGREEMENT

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This Professional Services Master Agreement (hereinafter referred to as “**Agreement**”) is entered into by and between the **Consolidated City of Indianapolis and Marion County by and through its Department of Metropolitan Development (“DMD”), on behalf of all city and county agencies** (hereinafter referred to as “**City**”) and [REDACTED] (hereinafter referred to as “**Contractor.**”)

WHEREAS, the City desires to have access to necessary environmental consulting services on an as-needed, as-assigned basis, and

WHEREAS, City issued RFQ Reference #: BRP - 2017 – [REDACTED] (“**RFQ,**”) the terms of which are incorporated herein by reference, and

WHEREAS, pursuant to the RFQ, Contractor successfully qualified to provide services and negotiated satisfactory fees with the City and desires to provide such environmental consulting services

NOW THEREFORE, in consideration of the mutual promises and representations set forth below, the parties agree to the terms herein as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The “**Agreement**”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

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SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in **Attachment A**, Scope of Services for Brownfield Redevelopment Program-On-Call Environmental Contractors RFQ #2017-
 attached hereto. **Attachment A** and all terms of the RFQ are incorporated fully herein.
- 2.02 The relevant on-call services will be detailed in project-specific supplements in the form attached hereto as **Attachment A-1** for each project undertaken pursuant to this Agreement (“**Supplements.**”)
- 2.03 Contractor acknowledges that it is only eligible to provide services for which it has currently qualified and available staff at the time of the project.
- 2.04 Contractor shall offer the services that are the subject of this Agreement to all City agencies and to other governmental units and political subdivisions in Indiana on the same terms as they are offered to DMD

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon execution date of this Agreement by all parties and shall terminate on October 31, 2018, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed as agreed by the parties to allow the City to align the terms of all its on-call environmental consultant contracts.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. Any renewal of this Agreement may include an adjustment to reflect current market rates, but any increase in professional fees shall be limited to a maximum of 2.5% and shall be at the sole discretion of the City. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in in **Attachment A** and all **Attachments A-1 /Supplements** to this Agreement at the rates negotiated subsequent to qualification under the RFQ and as set forth in the Supplements, each of which is incorporated herein upon execution by Contractor. Contractor agrees that such rates shall never exceed rates available to another governmental entity, including the Indiana Department of Environmental Management and the Indiana Brownfields Program.

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- 4.02 The total budget for all services for DMD pursuant to the RFQ **will** be available for use among the successful respondents/contractors. In no event shall compensation for services under this Agreement exceed DMD’s total available budget or the not-to-exceed amounts in the Supplements.
- 4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required - The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women’s Business Enterprises, three percent (3%) Veteran’s Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
 - (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

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Failure of Contractor to comply with either (a) or (b), above, shall constitute a breach of this Agreement.

- 5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality.
- 5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.
- 5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.
- 5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.
- 5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement

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period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor’s possession or control. Any loss or damage shall be restored at Contractor’s expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement (“Pre-Existing Works”), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor’s operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

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- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Parties anticipate that the individual projects under this Agreement could vary greatly in scope and risk, and that the intention of this section is to ensure adequate protection. The list of insurance below represents the range of possible requirements. Prior to execution of this Agreement, Contractor must submit certificates of for all insurance **below** marked with an asterisk (*). City will determine any additional insurance requirements on a per project basis and will request only those certificates which are relevant and have not previously been provided by Contractor.

City may require copies of some or all certificates of coverage, but City’s decision not to do so shall in no way limit Contractor’s obligation to secure all necessary insurance. Contractor shall be responsible for all deductibles. Failure to secure insurance as required in this Agreement may be deemed a material breach of contract entitling the City to immediately terminate this Agreement.

Contractor’s insurance shall be not less than the amounts shown below:

*A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT	
Products/Completed Operations	\$1,000,000.00
*B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
*C. Excess/Umbrella Liability aggregate)	\$2,000,000 (each occurrence and aggregate)
*D. Worker’s Compensation	Statutory

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*E. Employer’s Liability

Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

F. [Reserved for Professional Liability or additional riders as needed including, but not limited to:

-- Pollution Prevention \$1,000,000.00
(Structural and Business Personal Property)
(Replacement Value may be determined by mutual agreement)

--Property Insurance. Contractor shall purchase and maintain a combination Installation/Builder's Risk Insurance to the full insurable value to the initial contract cost and any subsequent modifications thereto on an all risks policy form against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, false work, testing, temporary buildings and debris removal including demolition work occasioned by enforcement of any applicable legal requirements and shall cover reasonable OWNER, CONSTRUCTION INSPECTOR and ENGINEER services and expenses required as a result of such insured loss on a replacement cost basis without any deduction for depreciation or voluntary deductibles.

--Such other customary insurance as may reasonably be required by the City for the services being performed.]

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that no insurance will be cancelled or reduced without at least thirty (30) days prior written notice to the City.

5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Contractor agrees that any and all physical damage to property caused by Contractor, its guests, officers, employees, or agents shall be the sole financial responsibility of Contractor or its insurer. This agreement to assume all financial responsibility for physical damages shall include but not be limited to any physical damage caused to property or real estate through the actions of Contractor its employees, guests, and invitees while performing services under this Agreement.

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- 5.07.4 Insurance must be provided by A rated or better vendors according to A.M. Best Company.
- 5.07.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts and the City 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.
- 5.08 Termination for Cause or Convenience.
- 5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days' written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time

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insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:

To City:

Department of Metropolitan Development
200 East Washington Street, Room 2042
Indianapolis, IN 46204
Attn: Piers Kirby
Brownfield Redevelopment Program
Email: Piers.Kirby@indy.gov

- 5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

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- 5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 Conflict of Interest.
- 5.14.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.14.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
- 5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum.
- 5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free

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Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.
- 5.18 No Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.23 Debarment and Suspension.
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement 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 Contractor.

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- 5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.23.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.23.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract.
- If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.24.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in

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violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement or any Supplement, and make its own new Agreement with any other party for completion of the work herein described. Key persons for this Agreement are: _____

5.26 Electronic Signature/Counterparts. Contractor and City agree to signature both in counterparts and by facsimile or emailed *color* scan, however Contractor's original signed hard copy (ies) shall also be sent or delivered to DMD.

5.27 Post-Employment Restrictions. Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or subcontractor of Contractor:

5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;

5.27.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;

5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and

REQUEST FOR QUALIFICATIONS – ENVIRONMENTAL CONSULTING SERVICES

5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

5.28 Method of Payment. Contractor shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Contractor.

5.29 Wage Theft/Payroll Fraud. The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether the Contractor had any adverse determinations rendered against the Contractor within the preceding three (3) years.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

XXXXXXXXXX (“Contractor”)

By: _____

Date: _____

Printed: _____

Title: _____

CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY, XXXXXXXXX (“City”)

By: _____

Date: _____

XXXXXX, XXXXXX

APPROVED AS TO FORM AND LEGALITY:

By: _____

Date: _____

XXXXX, Assistant Corporation Counsel

APPROVED AS TO AVAILABILITY OF FUNDING:

By: _____

Date: _____

Fady Qaddoura, Controller

REQUEST FOR QUALIFICATIONS – ENVIRONMENTAL CONSULTING SERVICES

Attachment A SCOPE of SERVICES for

Brownfield Redevelopment Program – On-Call Environmental Contractors RFQ #2017-001

Projects/Agency.

All activities that are conducted under the terms of the master contract/Agreement will be funded and managed or administered by the specific City Department/Agency/Division requiring services (hereinafter referred to as “Agency.”) That Agency will retain control over the management and execution of its respective projects. Each Agency will determine its own needs for environmental services and funding sources and will facilitate other arrangements (*e.g.* rights of entry) for the selected contractor/consultant (“contractor.”)

When an Agency has a need for environmental services, that Agency will describe its needs and request a site/project specific work plan and cost estimate, with a not-to-exceed dollar amount (“quote”) from contractor(s.) Contractor will provide a quote for the project using the negotiated fees and addressing other criteria specified by the Agency and relevant to a successful solution for the project (*e.g.* timeline.) Lump sum pricing may be approved for certain projects at the Agency’s discretion. The requesting Agency will review the quote(s), including project scope and costs, prior to notifying the selected contractor to initiate activities for the project. The requesting Agency will be responsible for making payments for the services performed. DMD will utilize project-specific supplements to the Agreement. Other Agencies will execute a cover agreement incorporating agency-specific quote(s) to purchase services off of the Agreement.

This contract will require environmental services to be performed on properties owned by the City or its Departments or Agencies and on privately-owned tax-delinquent properties and properties that may be under consideration for acquisition (to which the City has a legal right of entry.)

All activities conducted under this master contract must comply with the regulatory requirements and guidelines of the Indiana Department of Environmental Management (IDEM), Department of Housing and Urban Development (HUD), United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and all other applicable federal, state and local regulatory agencies.

As part of its qualification to provide the environmental services below, a contractor is obligated to remain current with all standards related to such services and to perform in accordance with current requirements. The activities that may be conducted under master contracts pursuant to this RFQ include, but are not limited to:

- 1. Phase I Environmental Site Assessments (ESAs)** Phase I ESA Reports must be completed in accordance with the most recent applicable ASTM standard and in accordance with the EPA’s All Appropriate Inquiries (AAI) Rule. At the request of the City, Phase I ESA reports may be required to include regulatory file reviews, recommendations, and/or other information regarding real property, such as asbestos and hazardous materials surveys.
- 2. Phase II Environmental Site Assessments** Phase II ESA activities may include magnetometer surveys; underground storage tanks (UST) assessments; soil boring and groundwater monitoring

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well installation; surveying; soil and groundwater sampling and analysis; building surface sampling and analysis; report preparation and submission; air and vapor sampling; and public health risk assessments. All Phase II investigations must be performed within all applicable regulatory guidelines and extra care must be taken to use the most cost effective means to conduct the investigation. The selected environmental consulting company must utilize all applicable reimbursable programs or other similar resources to minimize cost expenditures.

- 3. Remediation Activities Incidental to Assessments** Remediation activities may include identification and assessment of remedial strategies; cost estimating; removal and management of above ground and underground storage tanks and piping systems; design, construction, and operation of remedial systems; developing and utilizing innovative technology and remediation techniques; handling and disposal of contaminated soil and groundwater along with waste transport and disposal of hazardous and non-hazardous materials; earthwork associated with contaminated soil management; demolition or deconstruction of structures when the structure itself is contaminated or needs to be removed to access contaminated soils; and preparation of remedial action plans, remediation work plans *etc.*
- 4. Pre-Demolition Facility Assessments** Pre-Demolition Facility Assessments will entail inspecting both the interior and exterior of a property for asbestos, lead paint, solid hazardous wastes and stored hazardous materials, and supplying the City of Indianapolis with a written report indicating the presence of asbestos, lead, and/or other hazardous materials, their type, location and accurate square and/or linear footage. Cost estimates for removing any confirmed asbestos containing material, lead impacted areas and/or other hazardous material shall be provided separately from each type written-report or electronically submitted report. Assessments must be completed per Department or Agency-specified protocols.
- 5. Asbestos and Lead-Based Paint Abatement** Asbestos and lead-based paint abatement activities may include abatement planning, execution, and monitoring for demolition or rehabilitation projects.
- 6. Grant Writing** Grant writing for original applications and supplemental funding proposals for Federal and State grant opportunities. Services may include writing and editing grant narratives, soliciting letters of support, demographic and subject matter research, conducting public meetings, coordinating submittal of grant proposals, and completing grant application forms. At the solicitation of the City, firms participating in on-call grant writing will submit lump-sum proposals specific to each grant application or supplemental funding proposal, including supporting information regarding hourly staff rates.
- 7. Emergency Remediation Services** Emergency remediation services may include conducting on short notice environmental remediation of any scale in the form of characterization and proper disposal of hazardous materials and petroleum compounds to address imminent threats to public health, welfare, or safety.

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Deliverables will be as described in the project-specific supplements to the Agreement or cover agreements incorporating agency-specific quote(s.)

REQUEST FOR QUALIFICATIONS – ENVIRONMENTAL CONSULTING SERVICES

Attachment A-1 Supplement # _____ to Agreement # _____

PROJECT-SPECIFIC WORK PLAN AND COST ESTIMATE

Re: Site/Property (ies) _____

The Contractor shall perform the following tasks and provide the following services relative to this contract for the specific purpose of.....

Task	Fee /Expense	Schedule
1.		
2.		
3....		

Key person(s) for this project, if any, is/are: _____

Contractor acknowledges that this **PROJECT-SPECIFIC WORK PLAN AND COST ESTIMATE (“Supplement”)** is part of and incorporates all the terms of the above referenced Agreement. Contractor agrees to furnish all services, materials and supplies necessary to complete the work as defined in and in accordance with the terms of the Agreement and this Supplement. Further, Contractor agrees to complete all tasks herein **and** for the amounts set forth above. In no event shall compensation for services under this Supplement exceed _____ (\$XXXX.XX).

CONTRACTOR NAME (“Contractor”)

By: _____

Date: _____

Printed: _____

Title: _____

REQUEST FOR QUALIFICATIONS – ENVIRONMENTAL CONSULTING SERVICES

AFFIDAVIT

- A. E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

- B. Wage Enforcement. Pursuant to the Wage Enforcement provisions found in Chapter 272 of the Revised Code of the Consolidated City of Indianapolis and Marion County, the undersigned, on behalf of the Contractor, being first duly sworn, deposes and states the following: (please check one of the following)

- 1. _____ That there has not been any adverse determination against the Contractor within the proceeding 3-year period for wage theft or payroll fraud; Or
- 2. _____ That there has been an adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

_____ Subscribed and sworn to before me this _____ day of _____,

20_____

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____