

JOINT REQUEST FOR QUALIFICATIONS

Issued: June 26, 2017



City of Indianapolis
Department of Metropolitan Development
Emily C. Mack, Director



Hamilton County Tourism, Inc.
Brenda Myers, President/CEO

**The City of Indianapolis – Department of Metropolitan Development
-and-
Hamilton County Tourism, Inc.
Seek a Request for Qualifications for Professional Services Regarding
Central Indiana White River Regional Strategic Plan**

1. GENERAL INFORMATION

- 1.1 The City of Indianapolis, through its Department of Metropolitan Development, in partnership with Hamilton County Tourism, Inc. (“Coordinating Partners” or “Partner”) seek qualified consulting teams to develop a comprehensive and coordinated regional vision for enhancement of the White River.
- 1.2 The vendor response must be received by the Coordinating Partners no later than July 26th, 2017 at 12:00p.m. local time.
- 1.3 Written questions pertaining to this RFQ should be directed to Brad Beaubien at brad.beaubien@indy.gov no later than July 7th, 2017 at 12:00 p.m. local time. Question responses will be posted on or after 12:00 p.m. local time on July 12th, 2017 on partner websites www.indy.gov/dmd and www.visithamiltoncounty.com.
- 1.4 The Coordinating partners reserve the right to reject any or all responses to this RFQ, to waive any informality or irregularity in any RFQ responses received, and to be the sole judge of the merits of the respective RFQs responses received.
- 1.5 **Brief Project Description**
The City of Indianapolis, through its Department of Metropolitan Development, in partnership with Hamilton County Tourism, Inc. seek qualified consulting teams to develop a comprehensive and coordinated regional vision for enhancement of the White River. We see an ecologically healthy corridor weaving neighborhoods, institutions, and destinations together to form a defining experience for visitors and a cornerstone element of the quality of life for residents.

To do this, we seek to synthesize existing plans and initiatives, inventory existing amenities, destinations, environmentally sensitive features, and other assets, before developing a strategic vision. This vision will include connectivity, storytelling, and destination development plans and is likely to include enhancement of existing places and development of new ones, and is intended to include the full spectrum of places for significant development for human enjoyment to places of significant ecological protection or restoration. It will be informed by key understanding of future hydrologic and water quality conditions of the river as watershed development occurs and as the precipitation regime changes, as well as by the regulatory requirements of relevant state and federal agencies.

- 1.6 The Coordinating Partners are issuing this joint RFQ for their respective counties with the intent of jointly reviewing and selecting a single qualified consulting team. Contractually, however, each entity may enter into a separate contract with a negotiated fee and scope of services for their individual county. A single response to this joint RFQ for the full study is required; individual responses to either Coordinating Partner or both Coordinating Partners separately is not permitted.
- 1.7 The qualified vendor will be selected on the basis of competence and qualification for the type of services, as demonstrated by their submitted response, as further described in Section 3, Statement of Qualifications (SOQ). Thereafter, the Coordinating Partners will negotiate a contract for the services at a fair and reasonable fee with the best qualified organization.
- 1.8 The vendor will be an integral member of the Partner Project Team, consisting of the Vendor personnel, City employees and other consultants as required.

2. BACKGROUND INFORMATION

2.1 General Information

Contemporary Central Indiana communities got their start alongside the banks of the White River, including Indianapolis, Broad Ripple, and Noblesville, whose downtowns grew on the water's edge. Early city planning efforts in Indianapolis, driven by noted landscape architect and city planner George Kessler, resulted in the preservation of open spaces along many urban streams as a chain of continuous parks that would extend to every neighborhood in the city. This system of parks, corridors, and historic bridges is now the largest nomination in the National Register of Historic Places and is recognized by the American Society of Landscape Architects as one of the 100 most significant works of landscape architecture in the nation.

For the past few decades, Central Indiana communities have begun to embrace the White River and its tributaries. In downtown Indianapolis, significant efforts began in the early 1990s with the Central Indiana Riverfront Master Plan, a partnership with the U.S. Army Corps of Engineers that led to significant improvements including the downtown canalwalk, White River State Park, the Washington Street pedestrian bridge, and related trail improvements. Since this initial effort, interest in White River throughout the Central Indiana region has grown considerably.

- 2.2 Central Indianapolis Waterfront Master Plan.** In 2004, the U.S. Army Corps of Engineers commissioned an update to the original 1994 plan that resulted in the improvements around White River State Park and the downtown canalwalk. It provides a synopsis of unfinished sections of that original plan, and provides additional recommendations for additional waterfront development, including cost estimates and forecasted economic benefits. This plan covers the White River corridor from Raymond Street north to Interstate 65, and also includes nearby portions of Fall Creek and the Central Canal.
- 2.3 Long-Term Control Plan. (Combined Sewer Overflow):** In 2006, the City of Indianapolis entered into a Consent Decree with the U.S. Environmental Protection Agency, which was subsequently amended in 2009 and 2011. The most visible result of the agreement is the largest public works project in city history known as DigIndy. A nearly 28-mile long network of 18 foot diameter deep rock tunnels is being built 250-feet beneath the city, beginning near the Indiana State Fairgrounds on the north, and ending on the south side of Indianapolis. The tunnel system will extend along Fall Creek, White River, Pogues Run, Pleasant Run and Bean Creek to create a collective, underground storage and transport facility for wastewater (sewage). All sewage stored and transported in the tunnel system is sewage that otherwise could have gone directly into our waterways. The tunnel system is a component of the federally-mandated plan to reduce raw sewage overflows into our waterways. The system is expected to be complete in 2025 and will significantly reduce sewage overflows in Indianapolis streams.
- 2.4 Reconnecting to Our Waterways (ROW).** ROW is a grassroots collective impact initiative that convenes community partners to enhance quality of life through innovation, analysis, cultural advancement and investment along Indy waterways and in neighborhoods. The initiative was sparked by a CEO’s for Cities Livability Challenge workshop hosted by the Central Indiana Community Foundation in 2010, and then galvanized a year later when Eli Lilly and Company’s Day of Service program began convening the partners that would become ROW. Since this time, ROW has invested and aligned millions of dollars of direct investment and organized resident and technical committees to support activities related to aesthetics, connectivity, ecology, economics, education, and wellbeing along portions of all major waterways in Indianapolis, including the White River.
- 2.5 Plan 2020.** Plan 2020 is a collective planning initiative led by the Greater Indianapolis Progress Committee and the City of Indianapolis’ Department of Metropolitan Development. The planning process established a framework for an unprecedented degree of coordination and collaboration between public, private and philanthropic organizations to realize the community’s collective vision for the future. An underlying purpose of Plan 2020 was and is to stitch as many existing plans, ideas and initiatives together into a broader, cohesive storyline. The vision element of this process, the Plan 2020 Bicentennial Agenda, identifies greenways and waterways as one of 15 key strategies to make Indianapolis a healthier, more inclusive, more resilient, and more competitive city, and envisions using these systems, along with transit, to connect existing and new village centers, saying “we must continue investment in waterways and greenways, focus revitalization efforts on the neighborhoods they connect, concentrate and bridge cultural amenities and institutions along them, and craft them into a defining element of the daily experience of all residents.” This vision is backed up by specific

action statements that Plan 2020 Implementing Partner Reconnecting to Our Waterways has signed up to complete.

- 2.6 Indy Greenways Full Circle Master Plan.** This latest update to the Indy Greenways plan proposes more than 200 miles of new greenways throughout Indianapolis, including along the banks of White River from Southwestway Park north to 38th Street, where it intersects the Central Canal Towpath that roughly parallels White River up to Broad Ripple and the Monon Trail. In total, a dozen other trail greenways are planned to intersect the White River corridor.
- 2.7 Hamilton County Vision 2025 Plan.** Vision 2025 is a 10-year vision and strategic plan to guide destination and visitor experience development in Hamilton County. The plan includes waterways as a key strategy for destination product development, recommending “Join central Indiana in being known nationwide as a premier place for trail/town connectivity by way of our bike route and waterway experiences.”
- 2.8 Visit Indy Regional Tourism Master Plan 2.0.** The draft Visit Indy Regional Indianapolis Tourism Master Plan promotes enhancement of the White River corridor as a key action in its strategy to develop iconic tourism game-changers: “Develop the White River north to south as a natural and commercial corridor for tourists and residents to enjoy. The White River can become a waterway where residents and visitors enjoy its beauty, recreational activities, and commercial amenities along the shore. A ‘river park’ could extend from Indy through Hamilton County, connected by biking and hiking trails and linked to neighborhoods, entertainment, and arts venues. The development of a regional river plan should be explored.”
- 2.9 Ongoing Planning.** Two significant anchors along White River are currently undergoing master planning efforts, including the Riverside Park system between 16th and 30th Streets along both banks of the river, as well as Conner Prairie Interactive History Park between 131st and 146th Streets. The Indianapolis North Flood Damage Reduction Project (a.k.a. the Indianapolis North Levee) continues as well, with the final Phase 3B3 selected to follow Westfield Boulevard into Butler University. In addition to these projects, the Department of Public Works is currently in the design phase for rehabilitation of two federal levees in downtown Indianapolis: the east bank of the White River between Washington Street and 10th Street and the south bank of Fall Creek between the 10th Street bridge over White River and 12th Street. These ongoing planning initiatives represent opportunities for collaboration in this study.

3. DESIRED SCOPE OF WORK AND DELIVERABLES

3.1 Task Group 1: Inventory and Peer Research

- 3.1.1 Identify, understand, and synthesize existing and historical plans, key players and stakeholders, and related initiatives that impact the White River.
- 3.1.2 Identify, understand, and synthesize current ecological conditions of the White River, including common wildlife species and threatened or endangered species.
- 3.1.3 Conduct a best-practice review of peer-region and aspirational-region investments in both site-specific riverfront investments as well as regional corridor-based

(river or other linear connections) tourism strategies. This review should include an understanding of key challenges faced, key investments made, and the governance structure for managing the planning and development process.

- 3.1.4 Conduct an asset inventory to include the following features located within ½ mile of the White River: existing public and private parks and preserves, recreation facilities, schools and higher education facilities, art and cultural institutions, key regional economic destinations, key regional economic development plans or opportunities, and key ecological features or habitats along or ecologically connected to the White River, including wetlands, old-growth forest, mature forest, unique geologic or land formations, and unique or critical wildlife habitat.
- 3.1.5 Identify existing or planned multi-modal transportation facilities.
- 3.1.6 Identify publicly-owned land or right-of-way and any privately-owned but development-restricted land adjacent to the riverbank.
- 3.1.7 Undertake a red-flag analysis to identify key historic resources

3.2 Task Group 2: Process, Engagement, and Vision

- 3.2.1 Develop and execute a stakeholder engagement plan to solicit an understanding of the vision, needs, desires, and constraints of public and institutional landowners, tourism industry officials, environmental advocacy organizations, neighborhood and business organizations, and elected officials and their agency designees. At the very least, this engagement plan is expected to include: facilitating a stakeholder committee of up to 25 representatives; a process for up to six technical or interest-based affinity groups related to topics such as ecological quality, connectivity, neighborhoods, and regulatory agencies; and a broader, public branding, communication, and engagement process that includes a public-facing project website, multiple methods and opportunities for community participation, and a specific strategy for reaching populations typically under-represented in planning processes as identified by DMD.
- 3.2.2 Engage all relevant local, state, and federal regulatory agencies, including, but not limited to: Citizens Energy Group, Indiana Department of Natural Resources, the Indiana Department of Environmental Management, the U.S. Army Corp of Engineers, and the U.S. EPA.
- 3.2.3 Based on stakeholder engagement and broader community engagement, develop a vision statement and series of related goals and objectives to achieve the vision.

3.3 Task Group 3: Hydrology, Quality, and Ecology

- 3.3.1 Develop an understanding of how river volume and flow velocity is projected to change based on increasing development/runoff in the watershed, increased volatility in precipitation, or any proposed upstream channel modifications or dams, and how this is likely to impact both the high- and low-flow conditions of the river. For low-flow conditions, develop a cursory understanding of current and projected use of the White River (consult with the Metropolitan Planning

Organization). For high-flow conditions, this task should not include entirely new data or modelling, but should rely on modelling of flooding based on existing best-available data, with a technically-justifiable flood level somewhere between the current regulatory flood level and the flood of record (1913). This task should use the Upper White Watershed (HUC 05120201) north of the Johnson/Marion County line as the unit of study.

- 3.3.2 Identify the impact of such a flood to the assets identified in Task Group 1.
- 3.3.3 Develop an understanding of existing water quality concerns and how water quality may change based on increasing runoff from non-point source pollution sources including urban and agricultural runoff, and point-source pollution including National Pollutant Discharge Elimination System (NPDES) permits and combined sewer overflows. This task should use the Upper White Watershed (HUC 05120201) north of the Johnson/Marion County line as the unit of study.
- 3.3.4 Identify locations where water quality conditions exist, or are projected to exist, that present a threat to human health.
- 3.3.5 Develop an understanding of existing and planned flood control infrastructure, as well as the regulatory restrictions associated with developing on or adjacent to them.
- 3.3.6 Develop an understanding of existing dams, including their general engineering, their original, current, and future purpose, their impact on water quality and ecological health, and any human safety risks associated with their design.

3.4 Task Group 4: Destinations

- 3.4.1 Inventory and identify a hierarchy of destination locations, features, and districts along or proximate to the White River. Identify the current public offerings, amenities, and waterway connections of each. Develop a common GIS map of locations.
- 3.4.2 Identify areas of unusual ecological, historical, cultural, scientific, or aesthetic value. Develop a common GIS map of locations.
- 3.4.3 Identify opportunities for new or enhanced destination locations along or proximate to the White River. Opportunities may include areas identified as having unusual ecological value or quality, areas where landowners or municipalities have expressed plans, or areas with new development or redevelopment potential. Identify the strengths and challenges of each opportunity, the need for any public infrastructure, and a relative scale of effort necessary to realize the identified opportunity.
- 3.4.4 Of the opportunities identified, further develop up to three locations with conceptual programmatic, design, and high-level public and private investment targets. Consult with relevant stakeholders, including neighborhood and community groups. These concept plans should establish the thematic vision for the location, as well as conceptual designs for experience of the natural and built

environment (if applicable). Designs should consider the hydraulic and water quality conditions previously identified as well as enhance, or at the very least not harm, the ecological integrity of the location.

3.5 Task Group 5: Connectivity

- 3.5.1 Inventory and assemble a common GIS map of existing public, institutional, philanthropic, and quasi-publicly-owned lands adjacent to the White River.
- 3.5.2 Inventory and assemble existing pedestrian, bicycle, and shared mobility assets and plans, creating a common GIS map of existing and planned infrastructure.
- 3.5.3 Identify key opportunities or missing segments of connectivity both along and across the White River, with particular attention to river crossings at destinations and catalytic sites identified in previous tasks.
- 3.5.4 Inventory and identify key barriers to waterway connectivity, such as dams, safety hazards, and water depth or flow levels that inhibit continuous water-based recreation. For these barriers, suggest ways these barriers could be adapted or removed to provide for safe, continuous waterway connectivity. For dams in particular, suggest alternatives that provide for connectivity while preserving the current and future purpose of the dam, and also suggest engineering alternatives to all low-head dam construction to improve human safety.

3.6 Task Group 6: Programming and Experience

- 3.6.1 Research key themes of the White River, including its natural history and ecology, early human settlement, human migration, economy and transportation aspects.
- 3.6.2 Inventory key events and festivals that occur along or with thematic connection to the White River.
- 3.6.3 Develop key stories that weave aspects of the River together, and conceptually explore how these stories could be experienced by visitors to the River.
- 3.6.4 Develop a suite of conceptual signage or other experiential enhancements that provide a similar and legible experience for visitors along the corridor while retaining flexibility to respond to a variety of contexts.

3.7 Task Group 7: Implementation and Governance

- 3.7.1 Identify prioritized/phased investments, including of the identified destination and catalytic destination opportunities, as well as connectivity and programmatic elements, that can guide public, philanthropic, and private investment in a strategic and coordinated manner. For investments identified as high priorities/early phases, provide a rough scale of public and private investment necessary to achieve them.
- 3.7.2 Identify policy or legal barriers to achieving aspects of the plan.

- 3.7.3 Based on best-practice research and evaluation of plan recommendations, recommend an ongoing governance structure to insure implementation and continued stewardship of the plan that retains local community accountability, maximizes access to resources, and promotes continued collaboration of all stakeholders.

3.8 Deliverables

- 3.8.1 An engagement strategy, including website, as identified in Task Group 1. The website content, materials, and domain name will be transferred to DMD or its designee at the completion of the project at no cost.
- 3.8.2 Interim preliminary reports as each Task Group is completed.
- 3.8.3 At least five illustrative images for each County, suitable for use in fundraising, marketing, and other communication materials, illustrating the implementation of various aspects of the plan, with all associated rights to use and share, without credit, the images.
- 3.8.4 A final comprehensive Strategic Master Plan document that includes findings and recommendations from each Task Group. At least 200 printed copies of this document should be provided, as well as high-quality and web-optimized PDF versions.
- 3.8.5 A final, highly illustrative executive summary of the Strategic Plan. At least 5,000 printed copies of this executive summary should be provided, as well as high-quality and web-optimized PDF versions.
- 3.8.6 A short promotional video highlighting the plan.
- 3.8.7 All GIS shapefiles gathered or produced by the Consultant with all associated rights to use, share, and manipulate for any reason without credit.
- 3.8.8 All native, editable graphic and desktop publishing files (including vector artwork like Adobe Illustrator or publishing files like Adobe InDesign).

4. STATEMENT OF QUALIFICATIONS (SELECTION CRITERIA)

- 4.1 **Desired Expertise.** The Coordinating Partners seek a team that blends regional or national expertise with riverfront or river corridor planning with local expertise. Qualified teams will possess demonstrated expertise related to:

- Ecological integrity, water quality, hydraulic modeling and forecasting, and flood control, including Army Corps of Engineers policies, plans, and practices
- Regional or corridor strategic planning
- Design and programming of public spaces
- Real estate market fundamentals
- Tourism and experiential planning
- Project prioritization and concept cost scoping

- 4.2 Cover Letter** (1-page) containing at a minimum:
Organization name, contact name, address, phone number, and email address
- 4.3 Team Organization and Personnel** (2-pages) containing:
Description of team; a brief description of the roles of each, team firm and key staff; and, organization chart with names. Single-page resumes of each proposed team member should be included as Appendix A (resumes do not count toward page limit).
- 4.4 Project Understanding and Approach** (4-pages) containing:
Description of your understanding of the project; proposed project management approach; description of proposed project processes to be used for scope tasks; a general (i.e. month 1, month 2) timeline of scope tasks; and, discussion of any potential issues or concerns.
- 4.5 Relevant Experience** (4-pages) containing:
Overall reputation, service capabilities and experience as it relates directly to the tasks and desired expertise outlined in this scope; and a brief description of up to 3 comparable projects completed or in progress by the team or its members, including member roles, contract value, project owner, project location, client contact name, title, phone number, and email address; and up to 3 additional reference contacts with reference name, title, phone number, and email address.
- 4.6 Other Factors** (4-pages) containing:
- 4.6.1 Description of current workload and ability to complete tasks in a timely manner.
 - 4.6.2 Description of any litigation, arbitration, or claims filed by team firm(s) against any project owner as a result of a contract dispute; any claim filed against a team firm; and any termination of a team firm from a project in the past 3 years.
 - 4.6.3 Willingness to abide by City of Indianapolis standard form agreements (sample provided in this RFQ) with few or no objections or changes.
 - 4.6.4 Disadvantaged-Based Business Participation, including commitment to meet current City of Indianapolis utilization goals with City-certified businesses of 15% Minority Business Enterprise, 8% Women Business Enterprise, 3% Veterans Business Enterprise, and 1% Disabled Owned Business. A list of City-certified vendors is available at www.indy.gov/VendorProfiles.

5. SUBMITTAL REQUIREMENTS

- 5.1** The Statement of Qualifications (SOQ) shall include a one-page cover letter plus a maximum of fourteen (14) pages to address the SOQ criteria as specified in Section 4. Adherence to the maximum page criteria is critical; each page side (maximum size 8 ½" x 11") with criteria information will be counted. Pages that have photos, charts and graphs will be counted towards the maximum number of pages. The submittal cover, table of contents, section divider pages, and Appendix A resumes do not count towards the page limits. Appendix A resumes for team members shall be no more than one (1) page for each team member.

- 5.2 Twelve (12) printed copies of the Statement of Qualifications and Appendices and one USB flash drive with a single PDF document duplicating the entire print submission must be submitted to Department of Metropolitan Development-200 East Washington Street, Suite 1842, Indianapolis, Indiana 46204, by 12:00 p.m. local time, July 26th, 2017.
- 5.3 Failure to comply with the following criteria may be grounds for disqualification:
 - 5.3.1 Receipt of the submittal by DMD prior to the deadline specified.
 - 5.3.2 The number of printed and digital copies of the submittal specified.
 - 5.3.3 Adherence to maximum page requirements.

6. SELECTION PROCESS AND SCHEDULE

- 6.1 A review team selected by the Coordinating Partners will evaluate each Statement of Qualifications (SOQ) according to the above criteria, as well as past performance evaluations and other information available to the Partners. Subject to the quality of the submitted SOQs, the Partners will select one or more qualified finalists that will be “Short Listed” for the project. Interviews will be scheduled for the Short-Listed teams to discuss their qualifications with the review team. The purpose of these interviews will be to expand on the information provided in the SOQ, not to repeat information already provided. Those organizations selected for the Short-List will be provided additional instruction by the Coordinating Partners.
- 6.2 The following tentative schedule has been prepared for this project. Organizations interested in submitting a SOQ for this project must be available to meet with the review team on the interview meeting date.

Activity	Date
RFQ Released	June 26 th , 2017
Questions Due	July 7 th , 2017 12:00 p.m. EDT
Question Response	On or After July 12 th , 2017
SOQ Due	July 26 th , 2017 12:00 p.m. EDT
Teams Notified for Interview	August 7 th , 2017 Afternoon
Proposed First Interviews	August 11 th , 2017 Afternoon

7. ATTACHMENTS

- 7.1 **Sample Service Agreement** – See below “Professional Services Agreement Template – City”

**PROFESSIONAL SERVICES/ SERVICES [Choose either Professional Services or
Services] AGREEMENT
BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY - XXXX
AND
XXXX
FOR
XXXX**

This Professional Services/Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Consolidated City of Indianapolis and Marion County XXXXXX** (hereinafter referred to as “City”) and **XXXXXX** (hereinafter referred to as “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:

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.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in Attachment A, _____, attached hereto and incorporated into this Agreement.

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 _____ unless terminated earlier in accordance with this Agreement.
- 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. 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 Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed _____ (\$XXXX.XX).
- 4.02 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.

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

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	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation	Statutory
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]	

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 the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to 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 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

--OR--

INSURANCE. PURSUANT TO AGREEMENT FROM ALL PARTIES, IN LIGHT OF THE NATURE OF THIS AGREEMENT, I.E. PERSONAL AND PROFESSIONAL SERVICES, NO INSURANCE SHALL BE REQUIRED.

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 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:

- 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.

- 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 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 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.
- 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 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, and make its own new Agreement with any other party for completion of the work herein described.
- 5.26 Electronic Signature. Contractor and City agree to signature both in counterparts and by facsimile.
- 5.27 Post-Employment Restrictions. Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or sub-contractor 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
 - 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 Ban the Box. Contractor acknowledges Sections 670-101 to 670-108 of the Revised Code of the Consolidated City of Indianapolis and Marion County and will make available its policies, practices and standards for the hiring of applicants with prior criminal convictions upon the City's request.
- 5.30 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.

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: _____
XXXXXX, XXXXXX

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
XXXXX, Assistant Corporation Counsel

Date: _____

APPROVED AS TO AVAILABILITY OF FUNDING:

By: _____
Fady Qaddoura, Controller

Date: _____

APPROVED FOR EXECUTION:

Joseph H. Hogsett, Mayor
By Mayor’s Designee:

By: _____
Andrew J. Mallon, Corporation Counsel

Date: _____

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

ATTACHMENT B: PRICING

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 _____