



# **Information Services Agency of Indianapolis/Marion County, Indiana**

## **Request for Qualifications for MOSS Administration for the City of Indianapolis and Marion County**

**October 13, 2009**

# Table of Contents

Section	Title	Page No.
1.0	Introduction	1
2.0	Background	3
3.0	Scope of Work	4
4.0	Proposal Requirements	6
4.4	Evaluation Factors	7
	Appendix A	8
	Appendix B	9

# REQUEST FOR IT MOSS ADMINISTRATION

## 1.0 INTRODUCTION

The Information Services Agency (ISA) of Indianapolis/Marion County is seeking to engage a partner to provide comprehensive MOSS administrative support. Copies of the RFQ are available at the offices of the Information Services Agency, 200 East Washington Street, Suite 1942, Indianapolis, IN 46204 or by request from [bthomps@indy.gov](mailto:bthomps@indy.gov).

The outcome or end results will be a contract with a vendor to partner and provide comprehensive MOSS administrative support. The successful Respondent to this RFQ must possess knowledge, skill and experience in MOSS administrative support.

Questions and comments regarding this RFQ must be submitted by e-mail at [bthomps@indy.gov](mailto:bthomps@indy.gov) no later than 4 PM Eastern Standard Time on October 21, 2009. Questions and answers that are deemed by ISA as significant will be sent in electronic format to all recipients of this RFQ no later than October 26, 2009.

Written and electronic proposals information *must be received* by ISA no later than 3:00 P.M. Eastern Standard Time on November 2, 2009. Electronic copies of the proposal must be sent by e-mail to [bthomps@indy.gov](mailto:bthomps@indy.gov). ISA reserves the right, in its sole discretion, to reject and return without evaluation, any proposal received after the Proposal submission time and date.

Proposals are to be submitted as follows: The sealed envelope/package shall contain one original and three bound, hardcopies. It must be clearly labeled with the Respondent's name, and "MOSS Administration RFQ." The sealed package shall be delivered to the Information Services Agency, 200 East Washington Street, Suite 1942, Indianapolis, IN 46204. **The proposals shall also be submitted in electronic format to [bthomps@indy.gov](mailto:bthomps@indy.gov).**

The proposal shall include a transmittal letter containing contact information and the signature of an authorized representative. The proposal must have a proposal life of at least one hundred twenty (120) days from the date of the RFQ due date. This shall represent the minimum timeframe during which the proposal is a firm offer.

Proposals shall be organized in the order presented below:

**Section 1:** Identification of respondent, including principal contacts, address, phone number and e-mail address.

**Section 2:** Executive Summary of proposal

**Section 3:** Methodology. Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work listed in the Scope of Work of this RFQ. This should include the timetable of major tasks/activities. Describe your firm's approach to achieve client satisfaction and the successful performance of this project.

**Section 4:** A reference list of contacts and organizations where the respondent has performed similar administration. Describe the *quality and depth of the experience* and demonstrated expertise in providing similar services for governments of similar size and complexity, as well as other local government expertise, number of successful opportunities with public entities and scale of contract selection and implementations to this RFQ. Preference would be to refer to other local government entities. For each contact please provide the following:

- Name of Entity
- Type of Business
- Dates of engagement
- Length of engagement
- Contact name
- Contact phone number
- Describe services provided
- Number of employees deployed
- Project methodology used
- What do you wish could have been different?
- What aspects of this engagement would you like to see in others?

**Section 5:** Other Information. Provide any other information your firm believes would help convince the evaluators that your firm should be selected for this project such as; Provide client contacts as references including telephone numbers and email addresses where past work was performed on projects of similar nature. Provide a brief description of the work performed on each project including the approximate size of the project. Minimum of three (3) client references should be included. Demonstrate your familiarity with all aspects of technical professional personnel. Describe your ability to support, develop and implement MOSS business solutions. Discuss any other operating strategy information you would like to submit. What you have found are the most effective features in ongoing management of a MOSS administrative contract.

## **2.0 Background**

The Information Services Agency (ISA) of the City of Indianapolis - Marion County has invested in Microsoft Office SharePoint Server 2007 (MOSS) as a key technology. ISA recognizes that this investment requires support. The current IT Services contract provides for limited support of MOSS. ISA wishes to maximize the value of the investment in MOSS by expanding the support provided for this technology while keeping costs contained. Rather than adding support for MOSS on a piecemeal basis, ISA seeks to engage a partner to provide a comprehensive MOSS administrative support package at predictable prices.

### **2.1 Current Environment**

The current production environment consists of: an Internet farm with 3 virtual 32-bit front-end web servers, one physical application server; a separate Intranet farm with 2 virtual front-end web servers, one physical application server, a virtual server running PerformancePoint, a virtual server running SQL Reporting Service in support of PerformancePoint and a 64-bit physical server running Kerberos in support of PerformancePoint. Both Internet and Intranet databases are housed on a 64-bit active/passive SQL Server cluster using NetApp SAN storage. An additional 64-bit SQL Analysis Server hosts data cubes used by PerformancePoint. Citrix Netscalers are used for load balancing. Development and test environments also exist with less elaborate architecture. Urchin is used for web analytics. IT support services are provided to the City/County by Northrop Grumman (NG). Application maintenance and development and database administration services are provided by Daniels Associates, Inc (DAI). Altiris Service Desk is used by ISA and partners as a service desk solution.

### **2.2 Current Uses**

The MOSS environment is currently used for hosting of the following public facing web sites – Indy.gov, 4goodgov.org, icaam.org, indympo.org and indyfitness.org. The main Indy.GOV site is composed of about 30,000 pages and is maintained by about 200 content authors and editors. ISA is in the process of migrating intranet content from Microsoft CMS 2002 to the MOSS infrastructure. ISA is also in the process of creating collaboration sites for the intranet and migrating some SharePoint 2003 collaboration sites to the MOSS environment.

### **2.3 Future Vision**

ISA envisions MOSS as the main web portal for City/County government. This will include hosting Internet, Extranet and Intranet farms with static content, applications and collaboration capabilities. ISA intends to expand the use of MOSS as a collaboration and development platform including full deployment of server-based InfoPath forms and expansion of

PerformancePoint capabilities. ISA plans to use MOSS to lower the cost of providing IT services by expanding the use of the MySite capability of MOSS and replacing file shares where it makes economic and technical sense to do so with MySites and collaboration sites. To provide additional capabilities for our internal customers and users of our web sites, ISA envisions expanded use of Web 2.0 capabilities of MOSS, including wikis, blogs and other Web 2.0 features. The City/County has approximately 7500 employees. ISA expects a majority of those employees to eventually be users of the collaboration and MySite capabilities.

### **3.0 Scope of Work**

In order to provide full support for the MOSS infrastructure, ISA is seeking a partner with a solid background in the deployment and administration of MOSS to provide the following services:

#### **3.1 Web Farm Administration**

##### **3.1.1 Content publishing**

- Maintain and troubleshoot standard templates, master pages, style sheets and web forms.
- Create new publishing sites and sub-sites.
- Create and maintain redirects.
- Maintain domain names in MOSS farm.
- Work with content authors and editors to maintain the integrity, accuracy, security and timeliness of published content.
- Work with content authors and editors to provide multi-lingual support for the web sites.
- Work with content authors and editors to bring new social networking features to the web sites.
- Assist content authors and editors in publishing new content.
- Work with user group on site design and implement changes to site design as decided upon by user group.
- Ensure compliance with City/County content standards.
- Ensure compliance with applicable accessibility standards.
- Monitor and report on site usage via Urchin.

##### **3.1.2 Collaboration**

- Maintain, deploy and troubleshoot standard templates, master pages and style sheets.
- Create new site collections.
- Assist customers with the creation of new sites and sub-sites.
- Activate and deactivate site features.
- Work with ISA, NG and customers on the design and implementation of an extranet MOSS farm.
- Export/Import/Migrate sites and site collections.

### **3.1.3 Search Administration**

- Create search scopes.
- Maintain index crawls and search relevance.

### **3.1.4 Security Administration**

- Coordinate with security group in NG to create and maintain appropriate and necessary Active Directory groups.
- Create and maintain guidance on how users should manage permissions.

## **3.2 Application Development**

- Provide assistance to DAI and other development firms to create MOSS-based applications.
- Work with database administrators to develop Business Data Catalogs for line-of-business application integration with MOSS.
- Incorporate in-house and third party web applications into the MOSS infrastructure.
- Deploy MOSS-based applications into the MOSS farm.
- Deploy InfoPath forms and associated web services.
- Deploy in-house and commercial, 3<sup>rd</sup> party web-parts into the development and production environments.

## **3.3 Infrastructure Support**

- Participate in the ISA change management process.
- Utilize the Altiris Service Desk tool to track service requests and trouble tickets.
- Work with NG system engineers to apply upgrades and patches to the MOSS infrastructure on a timely basis.
- Work with NG & DAI to forecast and manage storage and make recommendations to meet future storage needs.
- Work with NG & DAI to ensure appropriate backup procedures are in place and tested.
- Work with NG system engineers on backup and restore of sites, sub-sites and content.
- Monitor performance of MOSS farm and recommend changes as needed to optimize performance and cost of operation.
- Monitor web analytics and system logs to identify and resolve problems.
- Recommend policies, procedures and tools to reduce the cost of operation and increase the functionality of the MOSS farm.

## **3.4 Training**

- Provide training to new content authors and editors regarding content publishing via MOSS.
- Provide training to content authors and editors on Web 2.0 capabilities of MOSS.

- Provide training to site administrators on collaboration capabilities of MOSS.
- Develop and present informal, “brown-bag” training on MOSS capabilities to users.
- Act as technical resource to the content management user group.
- Act as a technical resource to the collaboration user group.

## **4.0 Proposal Requirement**

### **4.1 Responsiveness**

Proposals must satisfy all requirements set forth in this RFQ. Any proposal that does not adhere strictly to RFQ requirement may, in the sole discretion of the City/County, be rejected as not responsive to the RFQ, without further consideration. Proposals will be evaluated in part, according to whether the Respondent meets the qualifications described in this RFQ and submits a proposal complying with all RFQ requirements. The City/County reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to the RFQ requirements make the proposal non-responsive or otherwise unacceptable such that the proposal will be rejected without further consideration.

### **4.2 Disclaimer**

This RFQ and the process it describes are for the sole and exclusive benefit of the City/County. This RFQ is not binding on the City/County. No other party, including any respondent to this RFQ or future respondent to any RFQ that may be issued by the City/County is intended to be granted any rights hereunder. Any response to this RFQ, including written documents and verbal communication, may be subject to public disclosure by the City/County, or any authorized agent of the City/County, and any materials submitted or ideas elicited in response to this RFQ shall be the sole and absolute property of the City/County with the City/County having title thereto and unrestricted use thereof. All costs for preparation of the response to this RFQ shall be borne by the respondent.

### **4.3 No Obligation to Proceed**

The City/County is under no obligation to proceed with this project or any subsequent project, and may cancel this RFQ at any time without the substitution of another, if such cancellation is deemed in the best interest of the City/County. Furthermore, the City/County may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFQ, if it is found to be in the best interest of the City/County.

#### 4.4 Proposal Evaluation

A selection committee designated by the Information Services Agency will review proposals the City/County determines, in its sole discretion, are responsive to the RFQ. ISA may require any respondent to make one or more presentations of its proposal to the selection committee, at no cost to ISA, addressing its ability to satisfy the requirements of this RFQ.

Evaluation factors to be considered by ISA are listed below:

<b>Evaluation factor</b>	<b>Weight</b>
The respondent's personnel depth and qualifications to perform the work required by the RFQ, as presented in its proposal and determined by any other investigation conducted or information obtained by the City/County	40%
References provided by the respondent, particularly from projects of similar complexity and scope	15%
Experience and capacity to solve unusual problems	30%
Prior experience of a similar nature with any Local Government	10%
MBE/WBE status	5%

A standard professional services agreement is attached as Appendix B.

## APPENDIX A

**Dates are not fixed and may be adjusted accordingly  
at the discretion of ISA.  
(This is an actual schedule which can be used as a guide)**

### **Schedule of Activities**

October 13, 2009	Release of RFQ for MOSS administrative support sent electronically and by mail.
October 22, 2009	Questions relating to the RFQ are to be submitted by interested respondents.
October 28, 2009	Questions and answers will be returned to the respondents.
November 3, 2009	Responses to the RFQ are due at 3:00 PM from respondents delivered with one hard copy and in electronic format.

## Appendix B

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Indianapolis, Department of \_\_\_\_\_, (hereinafter referred to as "City"), and \_\_\_\_\_ (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 Section 1 and attached hereto, 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 which expresses 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 of 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 executed 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.
- 1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

#### SECTION II. DUTIES OF CONTRACTOR

- 2.01 The Contractor shall provide the services as set forth in Attachment A, attached hereto and made a part thereof.

### **SECTION III. TERM**

3.01 This Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless earlier terminated in accordance with this Agreement.

### **SECTION IV. COMPENSATION**

- 4.01 The 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 for a total amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).
- 4.02 Payment will be in conformance with Attachment B to this Agreement.
- 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 shall pay Contractor within thirty 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 of 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 the City for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or delegate the City in any way.
- 5.02 Subcontracting. 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.
- 5.03 Necessary Documentation. Contractor certifies that it will furnish the 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 in and will maintain its good standing with such governmental agencies and that it is now in and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality of City Information.

- 5.04.1 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 the City, be disclosed to a person not in the 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. 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. 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 the 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, the City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this section, clause (d).
- 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 the 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 the City.
- 5.06 Ownership of Documents and Materials.
- 5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to the City of Indianapolis and all such matters will be the property of the City of Indianapolis. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.
- 5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to,

or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 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.	Worker's Compensation & Disability .....	Statutory
B.	Employer's Liability Bodily Injury Accident .....	\$ 100,000 each accident
	Bodily Injury by Disease .....	\$ 500,000 policy limit
	Bodily Injury by Disease .....	\$ 100,000 each employee
C.	Excess Auto Liability .....	\$1,000,000 (single limit) (owned, leased & non-owned)
	Bodily injury & property damage .....	\$1,000,000 each accident
D.	Umbrella Excess Liability .....	\$1,000,000 occurrence and aggregate

5.07.2 Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (C. and D. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with the City prior commencement of any work. These Certificates shall contain a provision that coverage afforded and the policies will not be terminated until at least 30 (30) days after written notice has been given to the city.

5.07.3 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.

5.07.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts. Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by City.

- OR -

5.07 Pursuant to agreement from all parties, in light of the nature of this Agreement, i.e., personal 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 or consultants 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 (delivered by certified mail, return receipt requested) 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 (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of a termination action for default or for the 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 data, drawings, specifications, reports, estimates, summaries, 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 effected for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be as provided in Paragraph 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 Contractor 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 unless otherwise agreed to by the parties, 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 Debarment and Suspension

- 5.10.1 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 the Contractor.
- 5.10.2 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.
- 5.10.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, 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.

5.11 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its 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 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 there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

5.12 Key Persons. It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by Contractor is of a personal services, highly professional 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's signatory to this Agreement is a firm, partnership, or corporation, in the event of the termination of employment of anyone understood to be personally responsible for the work described in this Agreement, the 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.

- 5.13 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

*To Contractor:*

City of Indianapolis/Marion  
Information Services Agency  
200 East Washington Street  
Suite 1942  
Indianapolis, IN 46204

- 5.14 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 the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.

- 5.15 Non-discrimination. Contractor and its 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.

- 5.16 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees 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.

- 5.17 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.

- 5.18 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 natural disaster or decrees of governmental bodies not the fault of the affected party (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 be immediately 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.

- 5.19 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes 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 the City and the Contractor to determine whether the provisions of the Agreement require formal modification.

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.

- 5.20 Waiver. The 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 the City's rights or remedies.
- 5.21 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.
- 5.22 Attorneys' Fees. Contractor shall be liable to the 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.
- 5.23 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.
- 5.24 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with City and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the City.

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

City of Indianapolis – Department of ISA  
Suite 1942, City County Building  
200 East Washington Street  
Indianapolis, Indiana 46204

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

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

Printed \_\_\_\_\_

Title \_\_\_\_\_

XXX (“Contractor”)

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

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

Printed: \_\_\_\_\_

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

APPROVED AS TO AVAILABILITY OF FUNDING ( ):  
APPROVED FOR EXECUTION ( ):

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

David P. Reynolds  
City Controller  
Controllers Office

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

APPROVED AS TO FORM AND LEGALITY:

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

April E. Schultheis  
Assistant Corporation Counsel  
Office of Corporation Counsel

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