



Information Services Agency of Indianapolis/Marion County, Indiana

Request for Qualifications for Vulnerability Assessment Indianapolis and Marion County

21 June 2010

REQUEST FOR QUALIFICATIONS FOR VULNERABILITY ASESSEMENT

A. INTRODUCTION

The City of Indianapolis Purchasing Division, under the technical direction of the Marion County Information Services Agency (ISA), is seeking qualifications from vendors of Information Security Services for vulnerability assessment services. 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 pbrummit@indy.gov.

ISA is interested in conducting a security assessment that will allow it to gain a better understanding of potential network vulnerabilities. ISA is seeking qualified candidates for the following services:

- External Network Vulnerability Assessment
- Internal Network Vulnerability Assessment
- Wireless Network Assessment and Penetration Testing

These activities are part of ISA's ongoing risk management program and are focused on identifying the risk level ISA is currently exposed to so that an appropriate set of responses to those threats can be developed. ISA is seeking to identify and select an outside, independent organization to perform these activities. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a submittal in the format desired by ISA.

ISA's vendor responses should include detailed testing procedures and technical expertise for the three services that are being requested. The table below lists the number of components that would be covered by the services:

Component	Quantity
(External) DMZ/Extranet Servers	26
(Internal) Intranet Servers	225
Wireless Access Points	50

B. Responded Should be Qualified in these Approaches and Methodologies

External Network Vulnerability Assessment

ISA desires a partial knowledge, or gray box, approach to its external, public facing systems. This assumes the assessing organization has no prior knowledge of the design, layout, or topology of the ISA network infrastructure. Rather, the assessing organization will be given limited necessary information about the public websites. The assessor would conduct an examination of the potential vulnerabilities to the perimeter network to ensure security safeguards are in place to protect valuable assets and confidential information against unauthorized access that could have potentially catastrophic and costly consequences.

This will be a targeted test, to include tests such as the following:

- Application and Banner Grabbing
- CGI abuse scans
- Custom scripting attacks
- Denial-of-service emulation
- Email account harvesting
- Firewall Penetration
- HTTP and HTTPS Scanning
- IDS Evasion and testing
- Internet/DMZ Servers

- Internet Information Gathering
- Man-in-the-Middle attacks
- Open Source Search
- SQL Injection testing

There are twenty-six (26) servers in a complex, multiple DMZ architecture. The assessor would conduct these tests in an external location outside of the ISA network, so as to provide the most realistic simulation of an external hacker.

Internal Network Vulnerability Assessment

ISA also desires a white box, open vulnerability assessment of its internal, intranet servers and applications. The vendor will conduct vulnerability assessment against computers and network infrastructure components to identify services in use and potential vulnerabilities present. These tests will include items such as the following:

- An accurate network discovery detail to include rogue devices and routers
- Checks for various categories of threat to the network, including unauthorized access into the network and extent of such access possible; unauthorized modifications to the network and the traffic flowing over network

Automated and/or manual security tests should also include:

- Access lists and account settings
- Desktop operating systems
- Network architecture and address scheme
- Network operating systems
- Routers and network devices

These tests are to be carried out from internal points within the ISA network.

Wireless Network Vulnerability Assessment

Additionally, white box, open vulnerability assessment is desired for a wireless security evaluation. It would include:

- A low level assessment of wireless AP configuration both in public areas
- Collection of data transmitted over the wireless network
- Emulation of a determined attack to assess encryption and authentication vulnerabilities
- Full encryption review including execution of key recovery tools
- Denial of service attack emulation to assess defensive strategy
- Rogue AP discovery (to a limited amount of campus locations)
- Host based assessment of supporting infrastructure including the authentication servers and methods

There are 50 wireless access points located within 10 miles of the city county building.

The assessor would conduct tests using methodologies and testing procedures which conform to those set forth by the National Institute of Systems and Technology (NIST) in Special Publication 800-42, Guideline on Network Security Testing.

C. Deliverables

For the RFQ ISA requires written documentation of the approach, qualifications and recommendations for each potential service. A formal presentation to senior management *may* also be required.

The deliverables for any subsequent engagement would be:

1. Executive Summary Report - A document developed to summarize the scope, approach, findings and recommendations in a manner suitable for senior management.
2. Detailed Technical Report - A document developed for the use of ISA's technical staff which discusses:
 - The methodology employed
 - Positive security aspects identified
 - Detailed technical vulnerability findings with an assignment of a risk rating for each vulnerability
 - Supporting detailed exhibits for vulnerabilities when appropriate
 - Detailed technical remediation steps

D. Vendor Qualifications

A brief profile of your company is required. The following must be answered in the submission:

1. Company profile
 - What are the core business areas?
 - What are the key services offered?
 - Company size and revenue
 - Number of years in information security business
2. Technical Capability
 - Number of certified security professionals in the company (Number of CISSPs, CISA, BS7799, GIAC certified professionals).
 - Brief resumes of personnel that will be on this engagement
3. References
 - At least three (3) references where similar service has been provided
 - At least three (3) large customers where your security consulting services were offered and the size of such service in revenue terms.

E. Questions and Meetings

Questions and comments regarding this RFQ must be submitted by e-mail at pbrummit@indy.gov no later than 4 PM Eastern Standard Time on July 2, 2010. 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 June 25th, 2010. Any meetings for information gathering, negotiations or kickoff activities would be held on ISA premises.

Written submittals must be received by ISA no later than 3:00 P.M. Eastern Standard Time on July 16, 2010. Electronic copies of the submittals and pricing must be sent by e-mail to pbrummit@indy.gov. ISA reserves the right, in its sole discretion, to reject and return without evaluation, any submittals received after the Submittals submission time and date.

Submittals are to be transmitted as follows: A sealed envelope/package shall contain one original and one bound, hardcopy. It must be clearly labeled with the Respondent's name, and "Sourcing Implementation Selection." The sealed package shall be delivered to the Information Services Agency,

200 East Washington Street, Suite 1942, Indianapolis, IN 46204. The submittals shall also be transmitted in electronic format to pbrummit@indy.gov.

The submittals shall include a transmittal letter containing contact information and the signature of an authorized representative. The submittals must have a life of at least one hundred twenty (120) days from the date of the RFQ due date.

Responsiveness

Submittals must satisfy all requirements set forth in this RFQ. Any submittals that do 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. Submittals will be evaluated in part, according to whether the Respondent meets the qualifications described in this RFQ and submits a submittals 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 submittals non-responsive or otherwise unacceptable such that the submittals will be rejected without further consideration.

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.

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 submittals to waive any irregularities or informalities in a submittals, and to issue a new or modified RFQ, if it is found to be in the best interest of the City/County.

Submittals Evaluation

A selection committee designated by the Information Services Agency will review submittals 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 submittals to the selection committee, at no cost to ISA, addressing its ability to satisfy the requirements of this RFQ.

The opportunity to bid on the services will be awarded to the respondent(s) whose submittals ISA determines, is the most advantageous to the City/County based on the following weighted criteria:

Evaluation factor	Weight
Clarity, conciseness and integrity of the submittals	50%
Experience delivering proposed services	25%
References provided by the respondent	20%
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

June 22, 2010	Release of RFQ for IT Service Provider Selection Vendor sent electronically.
July 2, 2010	Questions relating to the RFQ are to be submitted by interested respondents.
July 9, 2010	Questions and answers will be returned to the respondents.
July 16, 2010	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 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.
- 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 obligate 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 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, hired & non-owned)
	Bodily injury & property damage	\$1,000,000 each accident
D.	Umbrella Excess Liability	\$1,000,000 each
		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 canceled until at least thirty (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 made 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 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 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 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'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: _____