



## City of Indianapolis and Marion County

### Request for Qualifications

Estimated Release Date	August 1, 2025
Request for Qualifications Reference Number	RFQual-19PHS-2025-3
Request for Qualifications Title	Legal Aid Providers for Tenant Advocacy
Agency	Office of Public Health and Safety
Agency Contact	Emily Koschmeder
	Tel: (317) 327-3940
	Email: <a href="mailto:Emily.Koschmeder@indy.gov">Emily.Koschmeder@indy.gov</a>
	Fax: (317) 327 – 4493
Written Questions Due	Date: August 8, 2025 at 12:00 noon Eastern Time by email to <a href="mailto:Emily.Koschmeder@indy.gov">Emily.Koschmeder@indy.gov</a> or faxed to (317) 327 – 4493.
Request for Qualifications Submittal Deadline Delivery Due Date and Time (Eastern Time)	<b>August 15, 2025 at 12:00 noon Eastern Time</b>  Delivery by email only to <a href="mailto:Emily.Koschmeder@indy.gov">Emily.Koschmeder@indy.gov</a>  <b><u>Electronic Submissions Only</u></b>

**City of Indianapolis Request for Qualifications  
Legal Aid Providers for Tenant Advocacy  
for Office of Public Health and Safety**

Questions pertaining to the Request for Qualifications (RFQUAL) documents may be directed to Emily Koschmeder, Purchasing Division Buyer, in writing either by email to [Emily.Koschmeder@indy.gov](mailto:Emily.Koschmeder@indy.gov) or fax (317) 327-4493, no later than **August 8, 2025 by 12:00 Noon Eastern Time.**

**NOTE: Any related addenda to this RFQUAL, including written answers to questions, will be posted on the Purchasing Division's official website at [www.indy.gov/purch](http://www.indy.gov/purch) under the appropriate project heading. Addenda will NOT be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date. Vendors should print out, sign, and return written acknowledgement(s) with their RFQUAL. Failure to sign and return the addenda may cause a response to be determined as non-responsive for review purposes.**

The City of Indianapolis and Marion County by and through the Office of Public Health and Safety is seeking Request for Qualifications (RFQUAL) submittals in regard to the contents herein. The City is looking for a qualified consultant to provide legal aid services.

**1. General Information**

The Office of Public Health and Safety (OPHS) seeks to identify one or more legal aid provider(s) who will serve as contractor(s) to administer the legal services portion of the Tenant Advocacy Project, beginning January 1, 2026. The Tenant Advocacy Project (TAP) provides attorneys and tenant navigators in all nine Marion County Township Small Claims Courts, as well as in the Marion County Superior Court, to assist tenants facing eviction proceedings. The selected legal aid provider(s) will, at the direction of OPHS's Eviction Prevention Program Manager (EPPM), render legal advocacy to tenants in need by providing staff attorneys in-court on eviction docket days, to help assist clients in real-time, in an effort to prevent or delay eviction proceedings for the tenant. The legal aid provider(s) will provide limited representation in-court, as well as render legal advice and counsel to tenants on possible remedies to mitigate the immediacy of an impending eviction.

**2. Background of Plan**

OPHS works to address root causes of crime and reduce violence in Indianapolis neighborhoods. The office convenes public safety and public health agencies along with community partners to execute focused policy efforts in the areas of food security, offender re-entry, and homelessness. The TAP is managed by the Office's Division of Homelessness and Eviction Prevention (the "Division"). This Division is tasked with addressing unsheltered homelessness, homelessness crisis management, and works closely with the Indianapolis Continuum of Care to implement the Community's Plan to End Homelessness. Additionally, the Division strives to mitigate the impacts of eviction on Indianapolis residents. Through strategic partnerships and problem solving, the Division is working to keep Indianapolis' neighbors in their homes and off the streets.

**NOTE:** as used below, Tenant Advocate(s) means a licensed attorney provided by the legal aid service provider or be paralegals operating under the supervision of a licensed attorney, and Tenant Navigator(s) means a non-attorney resource coordinator who makes initial contact with the tenants and refers them to Tenant Advocates—Tenant Navigators are provided by another vendor of OPHS.

The TAP requires a legal aid service provider to place one or more Tenant Advocate(s) in each of the nine Marion County Township Small Claims Courts, as well as in Marion County Superior Court, for the purpose of assisting tenants facing eviction. With the approval of and coordination with the presiding judge in each court, the legal aid service provider will ensure that the Tenant Advocate(s) is positioned to accept assistance referrals,

after Tenant Navigators have made initial contact with all eligible tenants who are defendants in eviction or emergency possessory order cases filed in that township's small claims court. Tenants will be provided legal aid services free of charge. Interested vendors must have staff attorneys with the requisite knowledge of tenant-landlord law and, ideally, have sufficient staff attorneys to bear the capacity of all nine township courts, and superior court—joint proposals offering full coverage of *all* nine township courts and superior court are welcome; individual proposals offering *at least half* coverage of the abovementioned courts will also be considered. The chosen legal aid service provider will be tasked with managing/supervising attorney work on the TAP, as well as helping the city's Eviction Prevention Project Manager to coordinate schedules and deployments for attorneys assigned to provide in-court assistance. Prospective vendors must have experience in providing no-cost, high-quality legal aid, and experience working with issues in landlord-tenant law.

Core objectives for TAP include:

- **Preventing Homelessness:** Evictions are the pipelines to homelessness. By intervening at the point of an eviction filing, preventing or even delaying an eviction can help stave off immediate risk of homelessness.
- **Promoting Housing Stability:** Individuals and families that remain in their households have more lifestyle stability (reduced moves, improved financial outcomes, etc.) and are better equipped to grow and thrive when they are not displaced.
- **Empowering Tenants:** Educating tenants on their rights and responsibilities, by providing them information, legal assistance, and support in cases of pending eviction, poor habitability, or other unsafe conditions can help them advocate for themselves for the long-term.
- **Reducing Health Disparities:** Stable and safe housing is foundational for healthy outcomes for individuals and families.
- **Improved Community Cohesion:** Being in safe, stable housing empowers individuals to more fully participate in civic life and community in their neighborhoods. By being able to remain in their residencies, they remain engrained in and committed to the success of their broader neighborhoods, contributing to uplifting whole communities.

The City's specific goals for TAP are to (1) reduce eviction rates in the City of Indianapolis and Marion County; (2) provide intervention and legal assistance to tenants facing eviction; (3) improve the working relationship between the courts, City, and legal aid providers such that additional remedies and innovative solutions for tenants may be leveraged; (4) improve long-term outcomes for tenants facing evictions in Indianapolis/Marion County; and (5) discover new and innovative ways to move "upstream" of eviction filings, such that more eviction filings can be prevented.

### 3. Anticipated Scope of Work

Evictions in Indianapolis and Marion County are among some of the highest in the country, leading to many tenants in Marion County being vulnerable to eviction, housing instability, and the numerous consequences for economic and social stability and well-being that often follow from a loss of housing. Timely intervention with tenants and landlords during initial eviction hearings presents an opportunity to avoid eviction for tenants who are behind on rent. Moreover, most tenants currently face eviction without the benefit of counsel. Data consistently show that tenants have far greater chances of remaining housed when they have the benefit of some form of legal assistance during the eviction process. This Project is designed to ensure that as many tenants as possible who are facing eviction proceedings in Marion County have the benefit of some form of legal advice or representation.

Qualified vendors will be legal aid providers who will place Tenant Advocates (i.e. staff attorneys or paralegals supervised by staff attorneys) in the nine small claims courts (and superior court) in Marion County. With the approval of, and in coordination with, the presiding judge in each relevant township, the legal aid provider will ensure that the Tenant Advocate(s) is positioned to represent all eligible tenants who are: (1) defendants in eviction or emergency possessory order cases filed in that township's small claims court; (2) tenants who are party to a damages hearing; (3) tenants partaking in a pre-eviction hearings; and (4) tenants in need of legal

services and referred to the Tenant Advocate by a Tenant Navigator. The Tenant Advocate(s) in each court will provide the following services, free of charge, to the tenant:

- Provide legal counsel on the tenant's rights, courtroom and litigation tactics, negotiation strategy, and any potential defenses to eviction. In addition, the Tenant Advocate may offer to enter into a limited representation agreement with the tenant, for a duration limited to the day of the court hearing only, for purposes of either representing the tenant during the court proceeding or negotiating with the landlord on the tenant's behalf to achieve a resolution that avoids a formal eviction being entered by the court. This limited representation may also include providing legal assistance, including preparation of court pleadings, filing same-day appearances, providing representation during the hearing, or providing other legal assistance to tenants who qualify for eviction record sealing under Ind. Code Chapter 32-31-11. **NOTE:** representation during the eviction hearings is a top priority of TAP and respondents with demonstrated capacity to offer representation during such hearings—even during days when a court may have a reduced or limited eviction hearing docket—will be *heavily* favored.
- In cases where legal representation of greater duration than that described in above is advisable in the opinion of the Tenant Advocate, the Tenant Advocate will provide ongoing legal representation of the tenant in subsequent hearings or proceedings related to the eviction filing, for pro bono ongoing legal representation of the tenant in subsequent hearings or proceedings related to the eviction filing. The decision whether to provide ongoing services rests solely with the Tenant Advocate, acting on behalf of the legal aid provider.
- The Tenant Advocate may also advise the tenant of other relevant legal or financial resources that may be available through the City of Indianapolis or other sources and may refer them back to the tenant navigators for further assistance.

To be eligible to receive services from the legal aid provider, tenants must:

- Be obligated to pay rent on a residential dwelling, and
- The tenant's household has a household income at or below 80% AMI as measured by either the HUD definition of annual income (C.F.R. Section 5.609) or according to adjusted gross income (AGI) as defined by the IRS on Form 1040, and
- One or more individuals within the tenant's household can demonstrate a risk of experiencing homelessness or housing instability.

The selected legal aid service provider(s) will have to demonstrate an ability to screen for these eligibility requirements, document that individuals served did meet the eligibility requirements and be able to maintain such records for a minimum of three (3) years after legal aid was rendered. The City may request copies of such records for inspection upon demand any time within the three-year period they are required to be maintained by the legal aid provider.

The selected legal aid provider will also be responsible for record-keeping and collection and maintenance of data and metrics related to program delivery. Without violating attorney-client privilege, the legal aid provider must provide to City on a quarterly basis aggregated data and records for all tenants who received services from the provider and/or their agents. Records provided to City shall include:

- Total number of tenants who received each type of legal aid service.
- For each tenant receiving services:
  - the full address and zip code of the rental unit at issue in the eviction filing
  - the grounds for the eviction filing
  - the amount owed to the landlord
  - the name of the landlord (and whether corporate or individual)

- the demographic information of the tenant, including race, sex, and number of individuals in tenant's household
- whether contact was made with the landlord or landlord's counsel on the tenant's behalf and, if so, whether any agreement or negotiated solution was reached (please detail the type of agreement/settlement reached)
- the immediate outcome of the tenant's case (evicted, delayed, dismissed, etc.)
- For tenants referred for longer-term legal services, what was the ultimate result of the eviction proceeding. The legal aid provider is tasked with tracking long-term subsequent development of the tenant's case, using publicly available records, even after the Tenant Advocate's engagement with the tenant has ended.

To be considered eligible for TAP services, tenants must grant permission for the above metrics to be collected and shared with the City, who may, in its sole discretion, share with other TAP vendors in order to better serve the eligible tenants (**NOTE:** other TAP vendors will be contractually obligated to maintain confidentiality of information shared and City will share information with such vendors on a need-to-know basis). The legal aid provider must collect and maintain these records for transmission to the City, consistent with client confidentiality obligations, in order to be reimbursed for Tenant Advocate work rendered on behalf of each tenant.

Before providing any services on behalf of a tenant, the Tenant Advocate must make clear to the tenant that neither the legal aid provider, nor the Tenant Advocate acts as an agent, employee, or representative of the City of Indianapolis. All written agreements between tenant clients and Tenant Advocates will clearly disclaim that the legal aid service provider is an independent entity and does not represent, or act on behalf of, the City of Indianapolis.

The legal aid service provider will work directly with the OPHS Eviction Prevention Program Manager (EPPM), who will serve as the City liaison overseeing and directing TAP programmatic efforts. The legal aid service provider will meet regularly with the OPHS EPPM to update them on the status and progress of the Project, any successes, challenges, or issues relating to the Project. The OPHS EPPM will provide direction on coordination/staffing in the courts, will receive and analyze the legal aid provider's quarterly progress reports, and will evaluate the success of the legal aid provider in meeting the City's goals and objectives for the Project. Tenant Advocates will share with the OPHS EPPM, upon request, basic information about their interaction with tenants, to ensure collaborative and effective case management for tenants. As the principal architect of the TAP program, the OPHS EPPM will have final say in Project design and methods and will instruct the contracted legal aid service provider in any changes to scope or delivery of services throughout the period of performance.

### 3.1. **Quantity, Quality, And Timeliness**

The legal aid service provider(s) should be prepared to meet with the OPHS EPPM on, at least, a bi-weekly basis throughout the duration of the period of performance, to routinely update the City on project progress, and communicate any issues or topics of discussion for program improvement or sustainability. The legal aid service provider should be prepared to invoice the City at least monthly, to allow for adequate time for review of all claims for reimbursement and accompanying supportive documentation, as well as to provide for an appropriate cadence and flow of reimbursements. The legal aid service provider(s) should be prepared to submit reports on the quantitative metrics described in subsection C, as well as qualitative reporting on program progress, barriers, challenges, and recommendations, on a quarterly basis. Quarterly reports will be submitted to the OPHS EPPM within 30 days after the conclusion of each quarter. The legal aid service provider(s) should be prepared to present a final report and presentation to OPHS HEP Division staff and/or OPHS senior leadership, within 60 days of the conclusion of the period of performance. The final report should demonstrate the contractor's success in meeting the Project goals and objectives for the project set by OPHS and should be a cumulative report of all individuals served, all successes, barriers, and challenges experienced, and recommendations for future similar programming. This presentation will be expected to be delivered in-person, within 30 days of the conclusion of the period of performance.

The scheduled period of performance will run January 1, 2026, to December 31, 2026. Quarters will be observed as:

- Q1: January 1, 2026 – March 31, 2026
  - Q1 quarterly report due April 30, 2026
- Q2: April 1, 2026 – June 30, 2026
  - Q2 quarterly report due July 31, 2026
- Q3: July 1, 2026 – September 30, 2026
  - Q3 quarterly report due October 31, 2026
- Q4: October 1, 2026 – December 31, 2026
  - Q4 quarterly report due January 31, 2027

The final report and presentation will be due to OPHS no later than February 28, 2027.

#### **4. Submission Requirements**

All submittals must include the following:

##### **4.1. Cover Letter**

Organization name, contact name, address, phone number, and email address.

##### **4.2. Qualifications Criteria**

- General Information
  - Description of the organization & team.
  - Organizational chart with names and titles.
  - Special certificates and /or licenses.
- Team Experience and Qualifications
  - Detail each team member's role on this project.

#### **5. Qualifications**

Tenant Advocates must be attorneys licensed to practice in the State of Indiana or be paralegals operating under the supervision of a licensed attorney. Any Tenant Advocate offering legal representation to a tenant, of any duration, must be an attorney licensed to practice in the State of Indiana.

##### **5.1. Relevant Organizational Experience**

- Prospective legal aid service providers, as a core component of their proposal, should detail their organization's experience in administering pro bono legal services, particularly legal representation and counsel for tenants facing evictions or engaged in housing habitability cases. Proposals should detail the extent of experience their organization has working with such cases (volume of clients served, capacity of the team, past success rates for tenants represented, etc.).
- Three (3) business references; preference will be given to references where similarly requested services were performed. Do not include references that are currently employed by City. References should be formatted as follows:
  - Name:
  - Title:
  - Address:
  - Phone Number:
  - Email Address:

- Brief description of the services performed:

- If applicable, please provide a list of lawsuits that your company has been a party to as related to the types of services provided in this RFQUAL. For each lawsuit, please provide a brief description of the facts at issue as well as the resulting outcome.

## 5.2. **MBE/WBE/VBE/DOBE (“XBE”) participation form or waiver**

It is the policy of the City that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Disability-Owned Business Enterprises (DOBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Article IV, Section 202-401 of the revised municipal code & The Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DOBE Business Utilization Plan in Indianapolis, has established MBE participation goals of 15%, WBE participation goals of 8%, VBE participation goals of 3%, and DOBE participation goals of 1% for its dollars spent on public works, goods, and services.

In order to help accomplish this goal, the City is requesting that you include with your submittal information regarding your status as an MBE, WBE, VBE, or DOBE. Additionally, please include contact information for any MBE, WBE, VBE, or DOBE owned Vendors directly participating in your business operations. The City also requests contact information for any MBE, WBE, VBE, or DOBE sub-contractors that you might use in the course of doing business with the City. Some examples of this kind of service include, but are not limited to: office suppliers, courier services, shipping services, etc. These services can occur at the local, state, or national level. Please include an estimated percentage or dollar amount that you anticipate using.

Be advised that the information provided on MBE/WBE/VBE/DOBE participation will be included as part of the review process. Accordingly, it is imperative that you do everything possible to obtain the information above and supply it as part of the submittal.

In order to be recognized by the City of Indianapolis/Marion County as an MBE/WBE/VBE/DOBE participant, your company must be certified with the Office of Minority & Women Business Development (OMWBD). The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation.

If you should need assistance in obtaining information or certification for possible participation in a contract, please contact the OMWBD on the Internet at [www.indy.gov/omwbd](http://www.indy.gov/omwbd) or by phone at (317) 327-5262.

Respondents can view a list of City OMWBD approved MBE/WBE/VBE/DOBE vendors by going to this web page: <https://www.indy.gov/activity/find-omwbd-contractor> and selecting the appropriate monthly “Vendor Listing” spreadsheet.

## 6. **Compensation / Cost**

Since this is a Request for Qualifications only, **any Vendor submission of compensation / costs will cause your submittal to be rejected**. After the City selects a short list of candidates, negotiations will begin with qualified Vendors and the City will encourage, only at that time, innovative responses regarding compensation / costs for representing the City in providing consulting services.

## 7. **Submission Instructions**

Please provide **an electronic PDF submission** of the response to this Request for Qualification.

**Submissions must be received before 12:00 Noon Eastern Time on August 15, 2025. Late submissions will not be accepted or considered.**

Please send your submittal via email to Emily Koschmeder at [Emily.Koschmeder@indy.gov](mailto:Emily.Koschmeder@indy.gov) on or before **August 15, 2025 at 12:00 Noon Eastern Time**. Subject must read Tenant Advocacy Project -- RFQual-19PHS-2025-3.

Submissions must be signed by a representative of the respondent organization authorized to submit and establish fees on behalf of the respondent organization and bind the respondent organization to the terms and conditions of this RFQUAL.

**(The rest of this page is left intentionally blank.)**



## 8. Exception Sheet

Please list and explain any exceptions to the specifications and terms of the request. Please note that the taking of an exception may cause your submittal to be deemed “non-responsive” if it is determined to be a material variance.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## 9. Sample Agreement

**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

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. Where the term "Revised Code" is stated, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana that is formally known as the "Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana".

## 2. DUTIES OF CONTRACTOR

- 2.1. Contractor shall provide services as specified in Attachment A, \_\_\_\_\_, attached hereto and incorporated into this Agreement.

## 3. TERM

- 3.1. The term of this Agreement shall begin upon execution of this Agreement by all parties and shall terminate on \_\_\_\_\_ unless terminated earlier in accordance with this Agreement.
- 3.2. 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.

## 4. COMPENSATION

- 4.1. 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).
- 4.2. 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.

## 5. GENERAL PROVISIONS

- 5.1. 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.
- 5.2. 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:

5.2.1.1.1. 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

5.2.1.1.2. Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Office 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 Prompt pay requirement. Contractor shall pay subcontractors and suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Contractor shall provide such documentation within fourteen (14) days of such request. Violation of this requirement shall constitute a breach of this Agreement.
- 5.06 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.
- 5.07 Ownership.
- 5.07.1 “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.
- 5.07.2 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.
- 5.07.3 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.

**5.08 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.

The following liability amounts in paragraphs A through E represent a baseline. City reserves the right to increase or decrease the baseline amounts depending on the nature of the Scope of Services.

**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
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**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]

- 5.08.1 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. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the City.
- 5.08.2 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.
- 5.08.3 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.

5.09 Termination for Cause or Convenience.

- 5.09.1 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.
- 5.09.2 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.
- 5.09.3 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.

5.09.4 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.

5.10 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.

5.11 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.

5.12 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:

5.13 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.



**5.14 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.

**5.15 Conflict of Interest.**

5.15.1 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.

5.15.2 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.

**5.16 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.

**5.17 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.

**5.18 Applicable Laws; Forum.**

5.18.1 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.

5.18.2 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.

5.19 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.

5.20 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.

5.21 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.

5.22 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.

5.23 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.

5.24 Debarment and Suspension.

5.24.1 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.

5.24.2 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.

5.24.3 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.

**5.25 Compliance With E-Verify Program.** By executing this Agreement, the Contractor affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

5.25.1 The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

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

5.25.3 The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Contractor is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

**5.26 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.

**5.27 Electronic Signature.** Contractor and City agree to signature both in counterparts and by facsimile.

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

5.28.1 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;

5.28.2 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;

- 5.28.3 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;
- 5.28.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.28.5 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.

- 5.29 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.
- 5.30 Additional Information upon Request. The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- 5.31 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.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor has not had any adverse determinations rendered against the Contractor within the preceding three (3) years.

E-sign digital signature block: This agreement will require electronic signatures by Awarded Vendor and City to constitute a legally binding transaction.

## **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 **XXXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

SAMPLE

**ATTACHMENT B: PRICING**

SAMPLE

**END OF REQUEST FOR QUALIFICATIONS**