

**RFQual-1ABNS-2024PlanReview&Inspection**  
DEPARTMENT OF BUSINESS & NEIGHBORHOOD SERVICES  
200 E Washington St., Suite 107  
Indianapolis, IN 46204  
(317) 327-8700

**The City of Indianapolis and Marion County  
Department of Business and Neighborhood Services  
Seeks a Request for Qualifications (RFQ) for Professional  
Plan Review and Inspection Services**

**Qualifications Due: Weds., May 1, 2024 at 12:00 PM EDT**

**Submissions must be mailed or delivered to:**  
Department of Business & Neighborhood Services  
Attn: Jacob Miller  
200 E Washington St., Suite 107  
Indianapolis, IN 46204

No electronic submissions will be considered.

**Questions regarding this RFQ may be directed to:**  
Jacob Miller, Chief Financial Officer  
[Jacob.Miller@Indy.Gov](mailto:Jacob.Miller@Indy.Gov)

Questions that are not submitted as instructed in this RFQual will not be addressed.

|                                |   |
|--------------------------------|---|
| <b>Project Name</b>            | ▪ 2024 BNS Plan Review & Inspection Services  |
| <b>Reference #</b>             | ▪ RFQual-1ABNS-2024PlanReview&Inspection  |
| <b>Issue Date</b>              | ▪ March 26, 2024  |
| <b>Questions &amp; Answers</b> | <ul style="list-style-type: none"><li>▪ An informational Pre-Submittal Conference will be held at <b>11:00 AM EDT on Tues., Apr. 9, 2024</b> in the Purchasing Div. Conference Room #1560 at 200 E. Washington St., 15th floor.</li><li>▪ The deadline date to submit questions is <b>12:00 p.m. EDT on Weds., Apr. 17, 2024</b>. Only questions submitted in writing to <a href="mailto:Jacob.Miller@Indy.Gov">Jacob.Miller@Indy.Gov</a> will be considered.</li><li>▪ Written responses will be provided via addendum published at <a href="https://www.indy.gov/activity/opportunities-to-become-a-vendor-for-bns">https://www.indy.gov/activity/opportunities-to-become-a-vendor-for-bns</a> not less than three (3) days prior to the Response Deadline. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The City will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.</li></ul> |
| <b>Response Deadline</b>       | ▪ <b>12:00 p.m. (EDT) on Weds., May 1, 2024.</b>  |

# REQUEST FOR QUALIFICATIONS

## 1. General Information

- a. The City of Indianapolis and Marion County by and through the Department of Business and Neighborhood Services, referred to as “BNS,” is seeking Request for Qualifications (RFQ) in regards to the contents herein. The City is looking for a qualified consultant to provide efficient, accurate, and consolidated structural and infrastructure plan review services as well as private development inspection testing services for infrastructure projects.
- b. BNS is the permitting authority for building and infrastructure projects in the City of Indianapolis and utilizes staff and consultants to complete project and plan reviews in the application and permitting process. BNS also offers limited accelerated review services at an increased rate. The primary function of the consultant firm is to provide technical plan review and private development inspection testing.
- c. Upon assignment of a review, consultants are responsible for technical review, documentation of deficiencies, subsequent review(s) preparing a notice of release once compliance is reached, and providing real-time project updates in BNS’s case-management system, referred to as “Accela.”
- d. BNS maintains separate contracts for building and infrastructure review services. Contracts for infrastructure project inspection testing are managed by BNS; however, it is considered a pass-through contract and the consultant is required to effectively communicate with both the project developer and BNS staff. The consultant will invoice the project developer directly.
  - i. Because the contracts are awarded separately, the scopes of work may also be awarded separately. The consultant’s qualifications shall only be reviewed as they pertain to one or more of the following areas of interest as indicated by the consultant; however, preference may be given to responses that indicate interest in and are deemed qualified to provide all requested services.
    - 1. Structural Plan Review
    - 2. Infrastructure Plan Review
    - 3. Infrastructure Inspection

## 2. Minimum Qualifications

- a. Consultant shall be able to provide all labor, material, and equipment to perform the services outlined in the applicable scope of work in a skilled and competent manner in accordance with normally accepted standards of architectural and engineering professionals and to the contract specifications.
- b. Consultant shall have qualified personnel by educational degree/licensing or professional certification and technical review experience on their staff. Certification preference will be given to the following International Code Council certifications: Electrical Plans Examiner, Building Official & Building Plans

Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Accessibility Plans Examiner and Fire Inspector I and II. Consultants are required to maintain appropriate licensing and/or certifications during the life of any resulting agreement.

- c. Consultant shall be an established firm with a minimum of three (3) years' experience in providing services similar to those detailed in this RFQ.
- d. Consultant must be able to review both paper and electronic plans.

### 3. Infrastructure Plan Review Scope of Services

#### a. GENERAL (APPLIES TO ALL PLAN REVIEW)

- i. Pick-up and Delivery. Consultant shall provide pick-up and delivery of submitted applications and correspondence and shall be capable of receiving and responding to applications and correspondence electronically. Pick-up shall be within eight (8) business hours of notification. Delivery shall be within eight (8) business hours of notification to the City that a project is complete. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.
- ii. Technical Plan Review. Consultant shall perform technical plan review of each application to assess the application's compliance with standards and procedures as identified by the City. The Consultant shall review the submitted documents, plans, supporting documentation, and technical information, to include compliance with the City's Digital Data Submittal Standards, for conformity with all applicable codes and rules. Consultant shall also make a check of the submitted documents, plans, supporting documentation technical information, calculations including watershed areas, hydrologic data, pipe sizing, representations of land cover, backfill, erosion control plan, and other infrastructure related issues.
  - 1. Consultant agrees to have appropriately qualified staff to conduct any and all reviews assigned by City under this Agreement for the entire duration of this Agreement. If Consultant declines to provide plan review services for any project assigned by City due to insufficiently qualified personnel, City may assess a penalty per type of review per project that may be withheld from future payment due to Consultant.
- iii. Consultant Response. Consultant shall prepare a review response letter, memorandum, and/or approval documents in a format approved by the City at the conclusion of the review, so that the city after its review can alter or revise the letter, memorandum, and/or approval documents and forward correspondence directly to the permit applicant or the city may authorize the Consultant to directly forward correspondence to the permit applicant. Any changes to this response letter, memorandum, and/or approval document must be pre-approved by the city. If the submitted application is found to be incomplete or lacking items necessary for review, a letter will be prepared by the Consultant for the city informing

the applicant of the submitted application's deficiencies. All correspondence shall be provided to the City in an electronic format to be available for the City's use.

- iv. Response Time Requirements. Consultant shall provide a response, as outlined in this scope of services to the City in the form of written comments regarding deficiencies or the approval of the submitted permit application within the following timeframes. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.
  - 1. Initial review shall be completed within eight (8) business days from the date the Consultant is notified a project has been assigned. Business days do not include official City holidays.
    - a. Under special project review submittals where the magnitude of the project or extenuating circumstances beyond the control of the Consultant are apparent, the City will be notified immediately of an anticipated response time beyond the standard eight (8) business days.
    - b. Secondary and follow-up reviews requested by the City completed within five (5) business days from the date the Consultant is notified a project has been assigned.
    - c. Accelerated plan review shall be completed within five (5) business days from the date the Consultant is notified a project has been assigned.
    - d. City may also request special project reviews in support of the permit application review program on an as needed basis. The response time for special project reviews (phased or specialized construction) will be determined on a case by case basis by the City.
- v. Real-Time Data Entry. Consultant shall provide real-time data entry and project tracking information for each permit application in the City's case management system, "Accela," to include, but not be limited to, completing data entry to track and update the City of review time, permit status, and response dates. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.

b. ADDITIONAL SERVICES

- i. Consultant shall provide response to City and customer inquiries (phone calls & e-mails) within one (1) business day. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.
- ii. Consultant shall attend meetings, as requested by the City, with the applicant and/or the applicant's Consultant/consultant. Compensation will be provided for such meetings. Consultant shall also attend meetings on

a schedule requested by the City to discuss their status and details of ongoing reviews. No compensation shall be provided for such meetings.

- iii. The Consultant shall provide technical support to the City for processing variance petitions, administrative hearings, and related services when requested by the City. The Consultant shall, upon the City's request, provide expert testimony on the City's behalf.
- iv. Consultant shall provide specialized support services to the City upon the City's request, including but not limited to administration of legal documents, variance petitions, and relation permit administrative services as directed by the City. These services will also include secondary review services that would be in addition to the first or initial review; when requested by the City and for the Floodplain Development Permit Program, on an as needed basis, determined by the City. Review shall be per the Flood Control Districts, Zoning Ordinance of Marion County, Indiana. The reviews of projects located within Marion County's regulatory floodplains and floodways shall be performed to assess compliance with the noted City Code.

c. QUALIFICATIONS

- i. Consultant must be familiar with and review applications according to requirements as set by the Most Current Storm Water Design and Construction Manual, the Indianapolis Street and Bridge Design and Construction Standards, the Flood Control District Zoning Ordinance, and other applicable local, state, and federal standards, codes, and ordinances.
- ii. Consultant agrees to have appropriately qualified staff to conduct any and all reviews assigned by City under this Agreement for the entire duration of this Agreement. Qualifications must include a nationally recognized NPDES certification that requires continuing education. If Consultant declines to provide plan review services for any project assigned by City due to insufficiently qualified personnel, City may assess a penalty per type of review per month that may be withheld from future payment due to Consultant.

**4. Infrastructure Inspection Scope of Services**

a. GENERAL (APPLIES TO ALL INSPECTIONS)

- i. Observation & Testing. Consultant shall provide observation and testing services during the construction of storm water sewer facilities, public and private streets, curbs, and sidewalks as assigned by City.
- ii. Qualifications. Consultant shall provide one (1) individual that meets the qualifications outlined in this section to serve as the inspecting project representative (hereinafter "IPR") as well as any other personnel necessary for the duration of the assigned project.

1. Any inspector conducting inspections on behalf of City shall hold and actively maintain least one (1) of the following certifications:
  - a. Certified Erosion, Sediment and Stormwater Inspector (CESSI from EnviroCert International, Inc.)
  - b. Certified Inspector of Sediment and Erosion Control (CISEC from CISEC, Inc.)
  - c. Certified Professional in Erosion & Sediement Control (CPESC from EnviroCert International, Inc.)
  - d. In-Training, defined as less than two (2) years of sediment and erosion control construction and/or storm water pollution prevention experience, supervised by an individual that holds and actively maintains at least one (1) of the certifications listed in this section. Proof of qualification should be provided to City within 48 hrs. upon request.
  - e. City-Approved Equivalent
  
2. The qualifications and experience of personnel provided by Consultant are subject to approval by City. No personnel shall be assigned to a project without prior, written authorization from the City. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.
  
3. Consultant agrees to have appropriately qualified staff to conduct any and all inspections assigned by City under this Agreement for the entire duration of this Agreement. If Consultant declines to provide inspection services for any project assigned by City due to insufficiently qualified personnel, City may assess a penalty per type of inspection per project that may be withheld from future payment due to Consultant.
  
- iii. Response Time. Consultant shall respond to City, the project developer, Consultant, or owner (hereinafter "Customer") within one (1) business day. Failure to comply may result in assessed penalties to be withheld from future payment to Consultant.
  
- iv. Project Logbook. Consultant shall maintain an electronic logbook to record hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Copies of this logbook as well as testing reports, daily project reports and progress reports shall be made available to City upon request.
  
- v. Accela. Consultant shall provide project updates required by City in Accela in real-time. Updates shall include, but not be limited to testing

and inspection results, daily inspection reports, complaints, meetings, phone calls, emails, and correspondence.

b. INSPECTING PROJECT REPRESENTATIVE RESPONSIBILITIES

- i. Coordination with City. The IPR shall coordinate with, take directions from, and report to the City's Project Compliance Analyst (hereinafter, "PCA") assigned to the project.
  1. IPR shall cooperate with City in dealing with various local agencies that have jurisdiction over the project.
    - a. IPR shall accompany visiting inspectors representing various local agencies that have jurisdiction over the project and report details of such inspections to City.
- ii. Customer Liaison. IPR shall serve as City's liaison with the Customer, working principally through the Customer's field superintendent or other such person in authority as designated by the Customer (hereinafter "Customer Designee").
  1. IPR shall be thoroughly familiar with the construction schedule, plans and specifications applicable to the project and observe the construction for compliance with respect to all provisions therein. IPR shall promptly notify City in writing of any deviations observed.
  2. IPR shall consider and evaluate the Customer's suggestions for modifications to plans and specifications and report them to PCA with recommendations.
- iii. Inspections. Consultant shall inspect and report, at a minimum, the following:
  1. bedding and backfill of storm water pipes and structures
  2. installation of manholes
  3. sub-grade for horizontal and vertical alignment for compaction
  4. rough and final grading of swells, ditches, and retention facilities
  5. sub-grade, paving, curb, and sidewalk installation
  6. all testing requirements for storm water facilities per the Indianapolis Storm Water Design and Construction Specifications Manual
  7. Storm Water Pollution Prevention (hereinafter "SWPP") Inspection – Erosion and Sediment Control

- a. Consultant shall conduct erosion and sediment control inspections in accordance with applicable federal, state and local requirements for the entire duration of the project, from initial installation, maintenance, until final documentation is received from the Customer.
- b. The initial installation inspection shall be conducted in accordance with permitted documents plan within five (5) business days of initial installation unless otherwise directed by City.

Subsequent site SWPP Inspections shall be completed with each site visit or one (1) time per week, whichever is more frequent.

8. Consultant shall report construction practices that fail to comply with OSHA standards observed during on-site inspections to City.
  9. All inspections, proposed and/or approved changes in erosion and sediment control measures regarding material and placement, and related communications to be documented on daily sheets, the Logbook, and in Accela. Unresolved erosion and sediment control violations shall be reported to BNS within 48 hours.
- iv. On-Site Independent Assurance Testing. IPR shall conduct on-site independent assurance sampling and testing of materials in accordance with Indiana Department of Transportation (hereinafter, "INDOT") and the American Public Works Association to determine whether the project is proceeding in accordance with the approved plans, procedures, ordinances, and standards of INDOT, the City of Indianapolis-Department of Business and Neighborhood Services (BNS), City of Indianapolis-Department of Metropolitan Development (DMD), and City of Indianapolis-Department of Public Works (DPW), and any additional current accepted practices.
1. Consultant must furnish all equipment to complete the aforementioned inspection.
  2. IPR shall verify that the required inspection has been accomplished and provide written notification of work Consultant deems to be substandard to the Customer and City.
- v. Project Completion. Consultant shall prepare and supply City with the required final documentation which may include but not limited to signed documents and agreements, compliant digital as-builts, completed final checklist, inspection information and other documentation, content and format be determined by City, upon substantial completion of the assigned inspection parameters.

1. Consultant shall consider assigned projects **active** until a final inspection has been completed and the inspection status has been updated to “passed.”
- vi. Upon substantial completion Consultant of an assigned project Consultant shall notify City of substantial completion. Consultant shall continue to conduct weekly erosion and sediment control inspections and update Accela four (4) times per month until final documentation has been presented by the Customer. Consultant shall make all reasonable attempts to contact Customer and include City during this time. Consultant may continue to bill for this time.

## 5. Structural Plan Review Scope of Services

### a. GENERAL (APPLIES TO ALL PLAN REVIEW)

- i. Pick-up and Delivery. Consultant shall provide pick-up and delivery of submitted applications and correspondence, and shall be capable of receiving and responding to applications and correspondence electronically. Pick-up shall be within eight (8) business hours of notification. Delivery shall be within eight (8) business hours of notification to the City that a project is complete. Failure to comply may result in the assessment of liquidated damages.
- ii. Technical Plan Review. Consultant shall perform technical plan review of each application to assess the application’s compliance with standards and procedures as identified by the City. The Consultant shall review the submitted documents, plans, supporting documentation, and technical information for conformity with all applicable building laws in accordance with Building Standards and Procedures Section 536-205 (f)(2). This includes but is not limited to Indiana adopted General Administrative Rules, Residential Code, Building Code, Fire Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Conservation Code, Swimming Pool Code, and all other adopted rules, laws, and standards as adopted by the State of Indiana Fire Prevention and Building Safety Commission.
  1. Consultant agrees to have appropriately qualified staff to conduct any and all reviews assigned by City under this Agreement for the entire duration of this Agreement. If Consultant declines to provide plan review services for any project assigned by City due to insufficiently qualified personnel, City may assess a penalty per type of review per project that may be withheld from future payment due to Consultant if Consultant still declines to provide plan review services thirty (30) days after the initial refusal.
  2. If a City Inspector discovers an issue while conducting a building inspection that is a result of the Consultant either failing to cite the issue in the review or having released a project in which a cited issue was not resolved in a manner that is compliant with the building laws, rules, and standards referenced in this section and the City determines that the error or omission is a result of the Consultant’s failure to provide the standard duty of care, the City may assess a penalty up to the cost of the building permit(s) issued by the City that may be withheld from future payments due to Consultant.

City acknowledges that any design errors or omissions are not negligence on the part of the Consultant and that the penalty assessed is simply monetary damages to account for an incomplete or incorrect review. Assessment of this penalty in no way alleviates the Design Professional from ultimate responsibility or passes any of this responsibility on to the Consultant.

- iii. Consultant Response. Consultant shall prepare a review response letter, memorandum, and/or approval documents in a format approved by the City at the conclusion of the review, so that the city after its review can alter or revise the letter, memorandum, and/or approval documents and forward correspondence directly to the permit applicant or the city may authorize the Consultant to directly forward correspondence to the permit applicant. Any changes to this response letter, memorandum, and/or approval document must be preapproved by the city. If the submitted application is found to be incomplete or lacking items necessary for review, a letter will be prepared by the Consultant for the city informing the applicant of the submitted application's deficiencies. All correspondence shall be provided to the City in an electronic format to be available for the City's use. Consultant shall not be liable for alterations and/or revisions made by City to any letter, memorandum, and/or approval documents.
  
- iv. Response Time Requirements. Consultant shall provide a response, as outlined in this scope of services to the City in the form of written comments regarding deficiencies or the approval of the submitted permit application within the following timeframes. Failure to comply may result in liquidated damages.
  1. Initial review shall be completed within ten (10) business days from the date the Consultant is notified a project has been assigned. Business days do not include official City holidays.
    - a. Under special project review submittals where the magnitude of the project or extenuating circumstances beyond the control of the Consultant are apparent, the City will be notified immediately of an anticipated response time beyond the standard ten (10) business days.
  2. Secondary and follow-up reviews requested by the City completed within five (5) business days from the date the Consultant is notified a project has been assigned.
  3. Accelerated plan review shall be completed within five (5) business days from the date the Consultant is notified a project has been assigned.
  4. City may also request special project reviews in support of the permit application review program on an as needed basis. The response time for special project reviews (phased or specialized construction) will be determined on a case by case basis by the City.

- v. Real-Time Data Entry. Consultant shall provide real-time data entry and project tracking information for each permit application in the City’s case management system, “Accela,” to include, but not be limited to, completing data entry to track and update the City of review time, permit status, and response dates. Failure to comply may result in liquidated damages.

b. ADDITIONAL SERVICES

- i. Consultant shall provide response to City and customer inquiries (phone calls & e-mails) within one (1) business day. Failure to comply may result in the assessment of liquidated damages.
- ii. Consultant shall attend meetings, as requested by the City, with the applicant and/or the applicant’s Consultant/consultant. Compensation will be provided for such meetings. Consultant shall also attend meetings on a schedule requested by the City to discuss their status and details of ongoing reviews. No compensation shall be provided for such meetings.
- iii. The Consultant shall provide technical support to the City for processing variance petitions, administrative hearings, and related services when requested by the City. The Consultant shall, upon the City’s request, provide expert testimony on the City’s behalf. This is considered billable time.
- iv. Consultant shall provide specialized support services to the City upon the City’s request, including but not limited to administration of legal documents, variance petitions, and relation permit administrative services as directed by the City. This is considered billable time.

**6. Fee Schedule**

- a. Consultants shall provide professional services as outlined in this Agreement at the following rates, billed in quarter hour increments:

| <u>Review</u>                                   | <u>Rate</u>                              |
|---|--|
| Structural – Standard                           | \$95 per hour                            |
| Structural – Accelerated                        | \$105 per hour                           |
| Infrastructure – Standard                       | \$95 per hour                            |
| Infrastructure – Accelerated                    | \$105 per hour                           |
| Infrastructure Inspection – Standard            | \$100 per hour (payable by developer)    |
| Infrastructure Inspection Testing – Per Project | \$750 per project (payable by developer) |

**7. Terms, Conditions, and Exceptions**

- a. Obligation of City. The City does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Neither

this RFQ nor the response shall be considered as a legal offer. The City reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw the RFQ, at any time prior to the award of a contract pursuant thereto, if it is in the best interest of the City.

The City reserves the right to reject any and all responses without cause, waive irregularities or informalities in procedures related to the RFQ, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all the work performed will be subject to federal contractual and cross-cutting provisions. The City hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act, XBE utilization, etc.). In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFQ, the City may commence negotiations with another Respondent. By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

- b. Award of Contract/Rejection of Proposals. The City will award a contract to the Respondent(s) deemed the most qualified and responsive as determined at the sole discretion of the City based on the City's review of the Respondent's ability to provide the required services. The City may award this contract to multiple vendors. This contract will require completion of the work pursuant to these documents. The City reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the City's best interest. Notice of Award will be provided to the selected Respondent(s) at the earliest possible date.
- c. Disclosure of Proposal Contents. All responses to this RFQ become the property of the City and shall be subject to disclosure under the Access to Public Records Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:
 

"This information shall not be disclosed outside the City of Indianapolis or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection with the submission of such information, the City of Indianapolis shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Indianapolis' right to use information contained herein if obtained from another source."
- d. Incurred Costs. The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of the

City is limited to the terms and conditions of this request and any resulting contract.

- e. Sample Professional Services Agreement. Respondents should review the Sample Services Agreement, referred to as “SSA,” provided in this RFQ and note any areas that need to be discussed with the City if selected in the Exceptions section of the Vendor Application. Additional provisions as needed or required by the City are contained in the SSA and will be discussed with the Consultant(s) selected. Do NOT sign the SSA. Any agreement that results from this RFQ will include similar language to that shown in the SSA and specific language pertaining to this RFQ.

Note: Any proposed exceptions or revisions to the SSA or the RFQ must be listed in detail in the Exceptions Section of the Vendor Application which follows the SSA. Proposed exceptions or revisions to the SSA will not be considered by the City if they are not submitted with the RFQ.

- f. Type of Contract. Only work performed on tasks for which the scope of work and specified maximum, not to be exceeded, cost have been approved by the City will be compensated. Negotiations may be undertaken with those Respondents whose qualifications and other factors show them to be qualified, responsible and capable of performing the work. *The price of engineering services is set at the Fee Schedule in this Request for Qualifications.*
- g. Contract Duration. This contract will be for a period of two (2) years from the date July 1, 2024 until June 30, 2026. The contract will include the option for two (2)-year extensions or a single extension until the date of completion of activities funded is mutually agreed by the City and the Respondent.
- h. No Third-Party Rights. It is agreed and understood that the contract is made solely for the benefit of the City and the selected Respondent, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the signatory parties.
- i. Sub-Consultants. Sub-Consultants are subject to City’s approval. A list of all subConsultants and responses in accordance with this RFQ for each subConsultant proposed to perform any work associated with this contract shall be provided to the City with the response to this RFQ. SubConsultants must meet all requirements set forth in this RFQ and any resulting agreement. Consultant is solely responsible for contractual performance. In the event consultant(s) utilize one or more subConsultants, the prime consultant shall assume all responsibility for performance of services by the subConsultant(s). Additionally, City must be named as a third-party beneficiary in all subcontracts.

Under no circumstances shall the City communicate directly or indirectly with a sub-Consultant. Any such communication must be relayed through the prime consultant and the City.

- j. Additional Documentation. The following documents must be provided to the City after notification of award and prior to execution:

- i. Current certificate of insurance that meets the minimum coverage requirements outlined in Section 5.07 of the Sample Service Agreement
- ii. Registration as a vendor with the City's Purchasing Division
- iii. Identify the name, title and email address of the individual authorized to electronically sign contract documents on behalf of respondent organization

## 8. Submission Instructions

- a. Please provide **four (4) bound copies** of the response to this RFQ. **Submissions must be received before 12:00 PM EDT on Weds., May 1<sup>st</sup>, 2024. Late submissions will not be accepted or considered.**
  - i. Submissions must be clearly labeled with the Project Name and Reference Number.
  - ii. 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 RFQ.
  - iii. Clearly delineate which service(s) your firm wishes to supply on the Vendor Application and **provide separate submissions for each** (Structural Plan Review, Infrastructure Plan Review, Infrastructure Inspection Testing).

## 9. Response Information Required

- a. All responses must contain a single copy of the following:
  - i. A single statement of interest written on official company letterhead that includes a brief company background. Include a local address and corporate headquarters address as applicable. A statement of interest is not required for each service.
  - ii. A single completed and signed vendor application. A vendor application is not required for each service.
  - iii. Completed MBE/WBE/VBE/DOBE ("XBE") participation form/documentation **or** the "Good Faith Effort" waiver application.
- b. All responses must contain the following information in the respective order for each service your firm wishes to provide:
  - i. An outline of qualifications and experience in performing similar services for each service your firm wishes to provide. List any educational degrees, active licenses/certifications and relative work experience.
  - ii. A list of software used in electronic plan review

- iii. 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 BNS. References should be formatted as follows:
  1. Name:
  2. Title:
  3. Address:
  4. Phone Number:
  5. Email Address:
  6. Brief description of the services performed:
- iv. 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 RFQ. For each lawsuit, please provide a brief description of the facts at issue as well as the resulting outcome.

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

**VENDOR APPLICATION**

RFQUAL-1ABNS-2024PLANREVIEW&INSPECTION

**CONTACT INFORMATION**

COMPANY NAME: \_\_\_\_\_

PRIMARY CONTACT: \_\_\_\_\_

PRIMARY EMAIL: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_

**SCOPE OF SERVICES**

Please indicate which of the following services you are submitting qualifications to provide.

- Infrastructure Plan Review
- Infrastructure Inspection Testing
- Structural Plan Review

**SUB-CONSULTANTS**

Please indicate whether you intend to sub-contract any services associated with a resulting agreement. If yes, please attach a list each subConsultant and the service they will provide to this application and include complete submissions, containing all requested information outlined in this RFQ, for each sub-Consultant.

- Yes
- No

**CONFLICT OF INTEREST**

Please indicate whether your firm performs work in Marion County that would be submitted for review to BNS and would create a conflict of interest.

- Yes
- No



**MBE/WBE/VBE/DOBE PARTICIPATION FORM**  
RFQUAL-1ABNS-2024PLANREVIEW&INSPECTION

**This Work will be funded by the City of Indianapolis. The participation goal for Minority Business Enterprise (MBE) for this contract is fifteen percent (15%). The participation goal for Women's Business Enterprise (WBE) for this contract is eight percent (8%). The participation goal for Veteran Business Enterprise (VBE) is three percent (3%). The participation goal for Disability-Owned Business (DOBE) is one percent (1%).**

**All Respondents will be subject to the MBE/WBE/VBE/DOBE Business Utilization Plan ("Utilization Plan"), of the City of Indianapolis.**

The Consolidated City of Indianapolis and Marion County ("City") is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to City funded contracts of \$50,000.00 or more.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

- **MBE/WBE/VBE/DOBE Participation Goals:** This component requires bidders to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified in the City's MBE/WBE/VBE/DOBE program at the minimum percentage stated in the bid invitation. To count towards the MBE/WBE/VBE/DOBE participation goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the project. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor> or from the Office of Minority & Women Business Development.
- **Outreach/Good Faith Efforts:** The MBE/WBE/VBE/DOBE Participation Goals component. This component requires bidders to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of this project, the City will first determine whether a bidder meets the stated minimum percentage of MBE/WBE/VBE/DOBE participation. The percentage is clearly stated in the bid invitation. In the event that a bidder does not meet the stated minimum percentage, a request for program waiver must be submitted with the bid, using the Application For MBE/WBE/VBE/DOBE Program Waiver Form and the City will score the bidder's outreach/good faith effort.

**Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid invitation and must be completed, signed and submitted in each bid; failure to complete these forms with all the pertinent-requested information may cause a bid to be determined as non-responsive for MBE/WBE/VBE/DOBE review purposes:**

1. MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form.
2. Application For MBE/WBE/VBE/DOBE Program Waiver Form, if a bidder does not meet the stated minimum percentage

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**The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.**

1. Letter Of Intent To Perform As A Subcontractor/Supplier Form: (must be completed and submitted to the Agency with a copy to the Office of Minority & Business Development after bid opening and within three (3) business days of bidder's notification of award).
2. Subcontractor and Suppliers List: (must be completed and submitted within three (3) business days of bidder's notification of award).
3. MBE/WBE/VBE/DOBE Subcontractor Substitution Request Form: (must be submitted for advance approval for any proposed change in MBE/WBE/VBE/DOBE subcontractors).
4. Subcontractor/Subconsultant Payment Report: (must be submitted at least monthly with each Contractor invoice for payment).

**Evaluation of Vendor's M/W/V/DOBE Indirect Participation Plan**

While direct participation of a M/W/V/DOBE firm is preferred, if it cannot be accomplished for this contract, indirect participation" may be acceptable. OMWBD shall review and evaluate the vendor's M/W/V/DOBE utilization goal for this contract to assure a good faith effort was made to reach the utilization percentage goals describe above. When using indirect participation, the following will be applicable:

- Examples of indirect participation may include the use of common certified suppliers (i.e. office supplies, courier services, shipping services, etc.) contributing to overhead costs or the overall operation of the vendor's business.
- Indirect participation may occur at the local or state level.
- If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the trade used for the performance of this contract.

If you have any questions or need assistance in meeting these requirements, please feel free to contact the Office of Minority & Women Business Development at (317) 327-5262 or email at [omwbd@indy.gov](mailto:omwbd@indy.gov).

THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY  
MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PLAN IN INDIANAPOLIS GOVERNMENT  
<https://citybase-cms-prod.s3.amazonaws.com/9e6d20e495134a7db8f96210f249fccb.pdf>

**MBE/WBE/VBE/DOBE PARTICIPATION FORM**  
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**MBE/WBE/VBE/DOBE PARTICIPATION GOALS PLAN FOR  
CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES**

|                               |  |                                 |  |
|-------------------------------|--|---------------------------------|--|
| <b>Submittal Due Date:</b>    |  | <b>Project/Contract Number:</b> |  |
| <b>Project/Contract Name:</b> |  | <b>Bidder:</b>                  |  |
| <b>Contact Name:</b>          |  | <b>Bidder Address:</b>          |  |
| <b>Bidder Phone:</b>          |  | <b>Bidder E-mail Address:</b>   |  |

Bidder \_\_\_ is or \_\_\_ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform \_\_\_% of the total contract amount.

Does an exclusive contract or agreement exist between the bidder and any subcontractor/supplier listed?  
\_\_\_ Yes \_\_\_ No If yes, please explain: \_\_\_\_\_

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which bidder has not previously worked (if any): \_\_\_\_\_

If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.

| Full Legal Name of Firm | MBE, WBE, VBE, or DOBE | Contact Person | Phone # | Description of Work | \$ Dollar Amount | % of Total Contract Amount |
|-------------------------|------------------------|----------------|---------|---------------------|------------------|----------------------------|
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |
|                         |                        |                |         |                     |                  |                            |

Bidder must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver at the time of submission **will** result in the disqualification and rejection of the bid/proposal.

It is the policy of the City that bidder requirements which prevent subcontractors/suppliers from bidding as subcontractors on multiple bids is not permitted. Violation of this policy **will** result in the disqualification and rejection of the bid/proposal.

**Bidder's Signature:** \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

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**APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER**

Pursuant to the Consolidated City of Indianapolis and Marion County Instructions to Bidders, this application for a **(check each of the following which apply)** \_\_ MBE \_\_ WBE \_\_ VBE \_\_ DOBE program waiver is hereby submitted for the Project/Contract listed below by Bidder/Applicant (hereinafter Bidder). (Use additional sheets if necessary.)

|                               |  |                                 |  |
|-------------------------------|--|---------------------------------|--|
| <b>Date of Application:</b>   |  | <b>Project/Contract Number:</b> |  |
| <b>Project/Contract Name:</b> |  | <b>Bidder:</b>                  |  |
| <b>Contact Name:</b>          |  | <b>Bidder Phone:</b>            |  |
| <b>Bidder Address:</b>        |  | <b>Bidder E-mail Address:</b>   |  |

In attempting to meet the project goal Bidder made the following good faith efforts for the purpose of fulfilling that goal **(Check all that apply)**. **Minimum score required to establish “good faith” effort is 70 points.**

|                          | <b>ITEM</b>   | <b>WEIGHT</b> | <b>SCORE</b> |
|--------------------------|---|---------------|--------------|
| <input type="checkbox"/> | 1. Bidder (check one of the following) __did __did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.   | 10            |              |
| <input type="checkbox"/> | 2. Bidder placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail “send-to” section, if used.  | 10            |              |
| <input type="checkbox"/> | 3. Bidder provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Bidder's written notification to the Office of the Mayor’s Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents. | 20            |              |
| <input type="checkbox"/> | 4. Bidder made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation.  | 10            |              |
| <input type="checkbox"/> | 5. Bidder contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/negotiations.   | 15            |              |
| <input type="checkbox"/> | 6. If the bidder rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.  | 10            |              |
| <input type="checkbox"/> | 7. Bidder provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.  | 15            |              |
| <input type="checkbox"/> | 8. Provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract.  | 10            |              |
| <input type="checkbox"/> | 9. Follow-up to initial solicitations. Provide copy of all e-mails and call logs.   | 10            |              |

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|                          | <b>ITEM</b>   | <b>WEIGHT</b> | <b>SCORE</b> |
|--------------------------|---|---------------|--------------|
| <input type="checkbox"/> | 10 Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract). | 15            |              |
| <input type="checkbox"/> | 11 Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).  | 10            |              |
| <b>Total Points</b>      |   |               |              |

**YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN THREE (3) BUSINESS DAYS OF NOTIFICATION OF AWARD.**

Bidder certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Bidder for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid being determined non-responsive.

Bidder's \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature:

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

**For Office of Minority & Women Business Development use only.**

\_\_\_ Contract offers no opportunity to utilize subcontractors/suppliers.  
 \_\_\_ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waiver is:  
 \_\_\_ Not Approved  
 \_\_\_ Approved

Approved subject to the following conditions/restrictions: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Director  
 Office of Minority & Women Business Development

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**MBE/WBE/VBE/DOBE PARTICIPATION FORM**  
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**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/ SUPPLIER**

**Instructions:** Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit a "Letter of Intent to Perform as a Subcontractor" for each M/W/V/DOBE subcontractor listed on Bidder's Participation Goals for Construction, Goods/Supplies, and Services.

Project/Contract:

\_\_\_\_\_  
Bidder:

\_\_\_\_\_  
M/W/V/DOBE Firm full legal name:

\_\_\_\_\_  
The M/W/V/DOBE Firm listed below affirms that they are currently certified as a Minority, Women, Veteran or Disability Owned Business Enterprise (M/W/V/DOBE), in its appropriate category code by the City of Indianapolis; YES\_\_ NO\_\_ as a M/W/V/DOBE (**Circle One**) Trade of Firm:

\_\_\_\_\_. The Prime Bidder hereby states its intent to utilize this M/W/V/DOBE Firm on this Project/Contract. The Prime Bidder intends to enter into a contractual agreement with the listed M/W/V/DOBE Sub-Contractor Firm who will provide the following goods/services as agreed to as a tier one sub-contractor. Sub-Contractor agrees to not then sub-contract out services for this project without expressed written advance approval of the Office of Minority & Women Business Development:

SCOPE OF WORK (What Commercial Useful Function will be provided):

**ESTIMATED VALUE OF SUBCONTRACT:** \_\_\_\_\_ \$

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontract agreement will describe in detail the contractual obligations of the Bidder and the M/W/V/DOBE Firm.

The M/W/V/DOBE Firm affirms that it will self-perform, and the Bidder affirms it intends to utilize the M/W/V/DOBE to perform, the scope of work at the subcontract value amount stated above.

\_\_\_\_\_  
Bidder Representative's Signature

\_\_\_\_\_  
M/W/V/DOBE Representative's Signature

\_\_\_\_\_  
Print: Name & Title

\_\_\_\_\_  
Print: Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Falsification of Agreement**

**Bidder's or MBE/WBE/VBE/DOBE's falsification or misrepresentation of this agreement as to company name, subcontract amount, and/or the scope of work performed by subcontractor will result in sanctions including assessment of penalty fines, termination of contract, and/or debarment.**

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**SUBCONTRACTORS AND SUPPLIERS LIST**

Instructions to Bidders: The Bidder shall submit a completed Subcontractor/Supplier list (see below)

The Bidder shall enter the names, the type of work to be done, and the amount, in the Subcontractors/Suppliers List for each subcontractor/supplier that the Bidder proposes to use for services that will be provided for the Project/Contract as part of the total amount bid.

Bidder shall also list **ALL** MBE/WBE/VBE/DOBEs to be utilized for the Project/Contract, including their amount, regardless of the amount. Any MBE/WBE/VBE/DOBE subcontractors/suppliers shall be identified as such in the righthand column. Bidder shall indicate below if the subcontractor/supplier has multiple certifications. Failure to list all required Subcontractors/Suppliers, required MBE/WBE/VBE/DOBE information, and required pricing may result in Bid being deemed non-responsive.

Only one subcontractor/supplier shall be listed for each line. Upon award of a contract, the named subcontractors/suppliers shall be contracted to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the bid non-responsive if it is determined that such omission materially affords the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use its own work force for that portion of the Contract.

Bidder's attention is directed to paragraphs 6.8, 6.9, and 6.11 of the City of Indianapolis Standard General Conditions for Construction Contracts as they relate to use of subcontractors/suppliers.

(check one if applicable)

| Full Subcontractor Name | Description of Work | Amount | MBE | WBE | VBE | DOBE |
|-------------------------|---------------------|--------|-----|-----|-----|------|
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |
|                         |                     | \$     |     |     |     |      |

(check one if applicable)

| Full Supplier Name | Description of Work | Amount | MBE | WBE | VBE | DOBE |
|--------------------|---------------------|--------|-----|-----|-----|------|
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |
|                    |                     | \$     |     |     |     |      |

**Please duplicate and use this form, if additional sheets are necessary.**

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**MBE/WBE/VBE/DOBE PARTICIPATION FORM**  
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**MBE/WBE/VBE/DOBE SUBCONTRACTOR SUBSTITUTION REQUEST**

Contract Name: \_\_\_\_\_

This form must be completed and submitted to the Office of Minority & Women Business Development prior to terminating the contract of a MBE/WBE/VBE/DOBE after the bids have been submitted or contract has been awarded. Information recorded herein will be incorporated in the awardee's contract. The contractor shall make a good faith effort to replace an MBE/WBE/VBE/DOBE subcontractor that is unable to perform successfully with another MBE/WBE/VBE/DOBE. If the proposed subcontractor for substitution is not an MBE/WBE/VBE/DOBE, the completed Application for MBE/WBE/VBE/DOBE Program Waiver request must be submitted with this MBE/WBE/VBE/DOBE Subcontractor Substitution Request.

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

\_\_\_\_\_ will be substituted by \_\_\_\_\_  
**MBE/WBE/VBE/DOBE Subcontractor/Supplier** **Subcontractor/Supplier**

to perform work on the above project as (check one):  a partnership;  a corporation;  sole proprietorship; or,  a joint venture.

Reason for substitution: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ will enter into a formal agreement for the work upon approval by the OMWBD.

**Subcontractor/Supplier**

| Contract Number            | Description of Work | Subcontractor/Supplier Amount | % of Total Contract Amount | Start Date | Completion Date |
|----------------------------|---------------------|-------------------------------|----------------------------|------------|-----------------|
|                            |                     |                               |                            |            |                 |
|                            |                     |                               |                            |            |                 |
| <b>Total Value of Work</b> |                     |                               |                            |            |                 |

Contractor Name: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

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

Subcontractor / Supplier Name: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_  
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1. It is the policy of the Consolidated City of Indianapolis that Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), Veteran Business Enterprises (VBE) and Disability Owned Business Enterprises (DOBE) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the Owner has established the following percentage goals for MBE, WBE and VBE participation on this Project, based on the Contract Price as awarded to the successful Quoter:

MBE: fifteen percent (15%);

WBE: eight percent (8%);

VBE: three percent (3%);

DOBE: one percent (1%)

2. Initial evaluation and review of a Quoter's compliance with the requirements set forth herein in respect of MBE/WBE/VBE/DOBE participation, including review of documentation and information submitted by Quoters, shall be undertaken by the OMWBD.

3.

- (a) Quoters shall complete Part 6 of the Quoter's Itemized Proposal and Declarations form to disclose the status of its ability to meet the MBE/WBE/VBE/DOBE goals as of the Quote Date. Failure to do so shall constitute grounds for rejection of the Quote as non-responsive.

- (b) Any Quoter who does not meet a project goal must petition OMWBD for relief from that goal by filing an application for a waiver, which application shall be submitted with the other required quote documents. The application for the waiver shall show, with detailed documentation, all good faith efforts that were made by the Quoter for the purpose of fulfilling the project goal and to assure that MBE/WBE/VBE/DOBE firms are used as sources of supplies, equipment, construction and services. The Application for MBE/WBE/VBE/DOBE Program Waiver form may be requested from OMWBD at 1501 City County Building, 200 East Washington Street, Indianapolis, Indiana 46204 (phone: (317) 327-5262) or found at:

<https://www.indy.gov/agency/office-of-minority-and-women-business-development>

- (c) Examples of good faith efforts for MBE/WBE/VBE/DBE shall include, at a minimum, all of the following:

- .1 Documentation of any advertising that the Quoter performed in search for prospective MBE/WBE/VBE/DOBEs for the contract in general circulation, trade, and minority-focused media.

- .2 Documentation of any written notifications that the Quoter (i) provided to MBE/WBE/VBEs notifying them of contracting opportunities in sufficient time to allow them to participate, and (ii) to minority business assistance agencies for the purpose of locating prospective MBE/WBE/VBE/DOBEs

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for the contract. Documentation must also include written notification to OMWBD for assistance in locating prospective MBE/WBE/VBE/DOBEs for the contract.

- .3 Documentation of the Quoter's efforts to select portions of the work to be performed by MBE/WBE/VBE/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically-feasible units to facilitate participation.
  - .4 Documentation of direct contact and negotiations with MBE/WBE/VBE/DOBEs and/or partnerships for specific sub-quotes, including at a minimum the following information:
    - a. The names, addresses and telephone numbers of MBE/WBE/VBE/DOBEs that were contacted;
    - b. A description of the information provided to MBE/WBE/VBE/DOBEs regarding the plans and specifications for portions of the work to be performed;
    - c. A statement of why prospective agreements with MBE/WBE/VBE/DOBEs were not reached.
  - .5 Documentation of technical assistance provided to MBE/WBE/VBE/DOBEs for obtaining bonding insurance or a needed line of credit for the project.
  - .6 Documentation relevant to any other efforts the Quoter has made to assist MBE/WBE/VBE/DOBEs in overcoming the traditional barriers of participation in the industry affected by the contract.
  - .7 Documentation of efforts to research other possible areas of participation, including, but not limited to, any of the following:
    - a. Suppliers;
    - b. Shipping or transport enterprises;
    - c. Engineering enterprises;
    - d. Any other role that may contribute to the production and delivery of the product or service specified in the contract.
- (d) The Quoter shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBE/WBE/VBE/DOBEs and shall provide full access to these records to the Owner upon its request to inspect them.
4. The apparent successful Quoter shall, within three (3) business days after notification by the Owner or by OMWBD, provide the application for Program Waiver (if Quoter has not met all goals as set out in section 9.1 above), and any supporting documentation deemed necessary by the Owner or OMWBD to demonstrate utilization of good faith efforts to

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achieve or maximize MBE/WBE/VBE/DOBE, participation goal levels as set out in subsection 9.1, which shall serve as an additional condition to the Quoter being found responsible and responsive.

5. The decision of the Owner concerning whether or not a Quoter has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Quoter.
6. Where a Quoter proposes to utilize a MBE/WBE/VBE/DOBE that has not been certified as such by OMWBD, such MBE/WBE/VBE/DOBE must become certified by OMWBD to count toward attainment of the MBE/WBE/VBE/DOBE goals for the Project. MBE/WBE/VBE/DOBEs may obtain copies of Certification Standards and the Certification Application from OMWBD.
7. For the purposes of determining the degree of participation for MBE/WBE/VBE/DOBEs operating as participants in Joint Ventures, as Subcontractors or Suppliers, the following methodology shall be utilized:
  - .1 A Joint Venture Quoter consisting of one or more MBE/WBE/VBE/DOBE parties will be credited with MBE/WBE/VBE/DOBE participation on the basis of percentage of the dollar amount of the Work to be performed by the MBE/WBE/VBE/DOBE. For example, if such Joint Venture proposes to perform fifty percent (50%) of the dollar amount of the Work quoted at \$1,000,000 and fifty percent (50%) of the Work is to be performed by the MBE/WBE/VBE/DOBE Joint Venture partner, MBE/WBE/VBE/DOBE participation will be credited as twenty-five percent (25%) of the work or \$250,000.
  - .2 A Quoter will receive sixty percent (60%) toward goal attainment for the use of minority Suppliers who are not manufacturers, i.e. where a Quoter proposes to purchase \$100,000 worth of construction materials from a minority Supplier who did not manufacture the materials, \$60,000 will be credited toward the Quoter's minority participation goal. However, where the minority Supplier is the manufacturer of the product supplied, the Quoter will receive MBE/WBE/VBE/DOBE credit of one hundred percent (100%) of the dollar amount of the supply contract.
8. The Owner may, at any time before or after award, require the Quoter/Contractor to submit additional information to the Owner regarding MBE/WBE/VBE/DOBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each MBE/WBE/VBE/DOBE enterprise engaged to satisfy the participation goals, showing (ii) the name and address of the MBE/WBE/VBE/DOBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE/DOBE subcontractor or MBE/WBE/VBE/DOBE joint venture partner, (v) acknowledgment and acceptance of the agreement by the MBE/WBE/VBE/DOBE, and (vi) monthly utilization payment reports

**MBE/WBE/VBE/DOBE PARTICIPATION FORM**  
**RFQUAL-1ABNS-2024PLANREVIEW&INSPECTION**

with each monthly application for payment using the Subcontractor/Supplier Payment Report, form SSPR-1.

9. Post award compliance procedures shall be met as provided in the Minority and Women Business Utilization Plan of the City of Indianapolis, available from the OMWBD. Failure to comply with the MBE/WBE/VBE/DOBE provisions of the contract may result in one or more of the following sanctions: cancellation, termination or suspension of any contracts, or any portion(s) thereof, including but not limited to withholding any progress payment or any other monies payable or due under the contract, and/or inclusion on the Owner's list of contractors or vendors who are non-responsible due to MBE/WBE/VBE/DOBE violations, meaning Quoter would not be eligible to do work for the Owner for a specified period. In the event of breach, the Owner may also exercise its rights under Ind. Code § 5-16-6.5-5 or pursue any other legal or administrative remedies available to the Owner.

**CONTACT INFORMATION**

**List the individual to be contacted on all MBE/WBE/VBE/DOBE matters:**

- 1) Name: Joseph M. Lee
- 2) Title: Contract Compliance Officer
- 3) Telephone #: (317) 327-5257
- 4) E-mail address: joseph.lee@indy.gov

## **SAMPLE SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY - DEPARTMENT  
OF BUSINESS AND NEIGHBORHOOD SERVICES  
AND  
XXXXX  
FOR  
PLAN REVIEW & INSPECTION SERVICES**

This Professional Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Consolidated City of Indianapolis and Marion County** by and through the **Department of Business and Neighborhood Services** (hereinafter referred to as “City”) and **XXXXX** (hereinafter referred to as “Consultant”), 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 Consultant, 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 Consultant, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Consultant, 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 Consultant. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Consultant 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 Consultant.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.

- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

## **SECTION II. DUTIES OF CONSULTANT**

- 2.01 Consultant shall provide services as specified in Attachments A, B, and C, attached hereto and incorporated into this Agreement.

## **SECTION III. TERM**

- 3.01 The term of this Agreement shall begin upon July 1, 2024 and shall terminate on June 30, 2026 unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Consultant and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

## **SECTION IV. COMPENSATION**

- 4.01 Consultant proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachments A, B, and C at the rates set forth in Attachment D, attached hereto and incorporated herein. Consultant shall only be compensated for the services provided based on actual hours of work performed by essential personnel exclusively for work assigned by the City under this Agreement. However, in no event shall compensation for services under this Agreement exceed \_\_\_\_\_ (\$XXXX.XX).
- 4.02 Consultant shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement, billed in fifteen (15) minute increments, and shall cooperate with and provide any other necessary information to City. No more than thirty (30) minutes of travel to a site may be billed. Properly itemized invoices shall be submitted within fifteen (15) days of each invoice period. An invoice period shall not be greater than thirty-one (31) calendar days. City will pay Consultant within thirty (30) days after receipt of such properly itemized claim forms.
- 4.03 (For Infrastructure Inspection Only) Payment shall be made directly by the project developer, Consultant, or owner (hereinafter "Customer"). For services that are performed by a party other than the Consultant, the Consultant shall be reimbursed by the Customer for the actual price invoiced by those other than the Consultant provided that each such invoice shall be subject to approval as reasonable by the City prior reimbursement.

## SECTION V. GENERAL PROVISIONS

- 5.01 Independent Consultant. The parties agree that Consultant is an independent Consultant as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Consultant is solely responsible for all taxes and none shall be withheld from the sums paid to Consultant. Consultant acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Consultant has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required - The parties agree that Consultant 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, Consultant 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. Consultant 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 Consultant of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
  - (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Contractor shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County which are hereby incorporated by reference into this Agreement.

Failure of Contractor to comply with this section shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Consultant 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. Consultant 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 Consultant to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.07.2 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. Consultant 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 Consultant who have a need to know in order to provide the services. Further, Consultant'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 Consultant 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 Consultant; (c) is made known to Consultant by a third person who does not impose any obligation of confidence on Consultant with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Consultant shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Consultant without references to the confidential information.

5.07.3 Consultant 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.

5.07.4 Consultant acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

- 5.05 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.06 Ownership.
- 5.07.2 “Works” means works of authorship fixed in any tangible medium of expression by Consultant or its officers, employees, agents or subConsultants 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.
- 5.07.3 All Works made or created by Consultant, either solely or jointly with City, in the course of Consultant’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, Consultant 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, Consultant 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, Consultant shall be responsible for loss or damage to the Works while they are in Consultant’s possession or control. Any loss or damage shall be restored at Consultant’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, Consultant shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.
- 5.07.4 Consultant shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Consultant prior to or acquired by Consultant during the performance of this Agreement. Consultant 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 Consultant prior to the effective date of this Agreement (“Pre-Existing Works”), provided that a listing of such Pre-Existing Works is attached to this Agreement.
- 5.07 Insurance. Consultant 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 Consultant’s operations under this Agreement, whether such operations be by Consultant or by

its subConsultants 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.

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

A. Professional Liability (Errors & Omissions)

|                         |                |
|-------------------------|----------------|
| Each Occurrence Limit   | \$1,000,000.00 |
| General Aggregate Limit | \$1,000,000.00 |

B. Auto Liability \$1,000,000.00 (combined single limit) (owned, hired & non-owned)

D. Worker’s Compensation Statutory

E. Employer’s Liability

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

F. [Reserved for Professional Liability or additional riders as needed]

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

5.07.3 With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant 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 Consultant to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

5.07.2 If Consultant 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 subConsultants 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 Consultant 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 Consultant 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 Consultant's default.

5.07.3 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Consultant 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, Consultant's compensation shall be equitably adjusted.

5.07.4 Upon receipt of notice of termination for default or for City's convenience, Consultant 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 Consultant in performing this Agreement, whether completed or in process.

5.07.5 If, after termination for Consultant's default, it is determined that Consultant 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 Consultant's sole remedy and recovery.

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

- 5.10 Indemnification. Consultant 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 Consultant or any of its officers, agents, employees or subConsultants 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 Consultant, provided, however, that Consultant shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

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

To Consultant:

To City:

Dept. of Business & Neighborhood Services  
Attn: CFO  
200 E. Washington St., Suite 107  
Indianapolis, IN 46204

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

- 5.13 Non-discrimination. Consultant and its officers, agents, employees, and subConsultants shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

- 5.14 Conflict of Interest.

5.07.2 Consultant certifies and warrants to City that neither it nor any of its officers, agents, employees, or subConsultants 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.

5.07.3 For purposes of compliance with IC 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.15 Non-contingent Fees. Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.07.2 Consultant 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 Consultant to determine whether the provisions of the Agreement require formal modification.

5.07.3 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. Consultant 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 Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.
- 5.21 Successors and Assigns. City and Consultant 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, Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.22 Authority to Bind Consultant. Notwithstanding anything in this Agreement to the contrary, the signatory for Consultant represents that he/she has been duly authorized to execute agreements on behalf of Consultant and has obtained all necessary or applicable approval from the home office of Consultant to make this Agreement fully binding upon Consultant when his/her signature is affixed and accepted by City.
- 5.23 Debarment and Suspension.
- 5.07.2 Consultant 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 Consultant.
- 5.07.3 Consultant shall provide immediate written notice to City if, at any time after entering into this Agreement, Consultant learns that its certifications were erroneous when submitted, or Consultant 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.
- 5.07.4 Consultant shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in

any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.24 Compliance with E-Verify Program. 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:

5.07.2 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.

5.07.3 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.

5.07.4 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.

5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Consultant 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 Consultant, or, if Consultant is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.26 Electronic Signature. Consultant and City agree to signature both in counterparts and by facsimile.

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

5.07.2 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;

- 5.07.3 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 Consultant under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Consultant in writing;
- 5.07.4 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;
- 5.07.5 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.07.6 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 Consultant.

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 Consultant from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

- 5.28 Method of Payment. Consultant 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 Consultant.
- 5.29 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.
- 5.30 Wage Theft/Payroll Fraud. The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the County, the County 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.

- 5.31 Penalties. The parties agree that time is of the essence in this Agreement and understands that City has made a commitment to its customers to provide the requested services within a certain timeframe and further agree that Consultant's failure to perform its duties under this Agreement in a timely manner negatively impacts the City and its customers.

The parties also agree that errors and omissions of plan review can result in life safety issues and agrees that Consultant shall provide a standard duty of care in order to prevent such errors and omissions and further agree that Consultant's failure to perform its duties under this Agreement in a manner consistent with the standard duty of care negatively impacts the City and its customers.

- 5.07.2 The following acts, errors, or omissions shall be considered a breach of this Agreement and subject to the following penalties for failing to comply with the terms of this Agreement. Repeated violations may be considered a material breach of this agreement that may result in termination of this contract for cause.

| Acts, Errors, or Omissions Subject to Penalties   | Amount  |
|---|---|
| For failing to pick up documents within eight business hours of notification  | \$100   |
| For failure to deliver documents within eight business hours of notification to City that review is complete  | \$100   |
| For failure to complete a standard review in the time allowed (first occurrence)  | \$500   |
| For failure to complete an accelerated review in the time allowed (first occurrence)  | \$600   |
| For failure to complete a standard review in the time allowed (each occurrence after the first)   | \$700   |
| For failure to complete an accelerated review in the time allowed (each occurrence after the first)   | \$800   |
| For failure to provide data entry in a timely manner  | \$100   |
| For assigning a Project Representative without written authorization from the City (Scope C)  | \$1000  |
| For failure to respond to City and customer inquiries within one (1) business day   | \$100   |
| For failure to have an individual qualified to complete all elements of scope of work on staff or approved subcontract  | \$600/type of review/project  |
| For failure to cite an issue in the review or releasing a project in which a cited issue was not resolved in a manner that is not compliant with the specifications of this contract. | Up to and including the amount of the cost of the associated building permit(s) |

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

XXXXXXXXXX (“Consultant”)

By: \_\_\_\_\_  
Printed, Title

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

**CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY,  
DEPARTMENT OF BUSINESS AND NEIGHBORHOOD SERVICES (“City”)**

By: \_\_\_\_\_  
Abbey Brands, Director

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

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Vaneeta Kumar, Assistant Corporation Counsel

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

**APPROVED AS TO AVAILABILITY OF FUNDING:**

By: \_\_\_\_\_  
Sarah Riordan, Controller

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