

**RFP – 08 - 0553  
REQUEST FOR PROPOSALS**

The City of Indianapolis Purchasing Division for the City Community Crime Prevention Task Force requests grant proposals from qualified non-profit organizations to participate in

**A Community Crime Prevention Grant  
for The City of Indianapolis –  
Community Crime Prevention Task Force**

**PROPOSAL**

The City of Indianapolis understands that respondents may have questions that cannot be answered by the information contained within this Request For Proposals (“RFP”). All questions shall be addressed in the mandatory technical assistance sessions listed below.

**MANDATORY TECHNICAL ASSISTANCE SESSIONS**

The City of Indianapolis will conduct two (2) Technical Assistance Sessions to discuss the Grant Applications Process and to answer questions regarding the grant itself.

**An application signatory must attend one of the two sessions to qualify for grant funding.**

Session 1

On August 18, 2008 at 10:00 a.m. – 12:00 noon

at the IMPD North District, 3120 E. 30<sup>th</sup> Street, Indianapolis, Indiana. Prospective contractors will be given the opportunity to ask questions, receive clarification, or simply obtain a greater understanding of the project prior to application submission.

Session 2

On August 18, 2008 at 6:00 p.m. – 8:00 p.m.

at the IMPD Southwest District, 551 N. King Avenue, Indianapolis, Indiana. Prospective contractors will be given the opportunity to ask questions, receive clarification, or simply obtain a greater understanding of the project prior to application submission.

**PROPOSAL SUBMITTAL DEADLINE:**

**Date: September 8, 2008 @ 12:00, noon, local time**

**NO LATE APPLICATIONS WILL BE ACCEPTED FOR ANY REASON WHATSOEVER**

Submit proposals to:

**Purchasing Division  
1522 City County Building  
200 East Washington Street  
Indianapolis, Indiana 46204**

**ENVELOPE MUST STATE CLEARLY THAT THE ENCLOSED PROPOSAL IS FOR:**

**Community Crime Prevention Grant**

**RFP – 08 - 0553**

# 1 Executive Summary

## 1.1 Overview

The resulting agreement will be between the selected grant recipients and the City of Indianapolis/Marion County herein referred to as "City". The basis for agreement is this Request for Proposal (RFP).

In August 2006, as part of the recognized need to establish a comprehensive crime prevention strategy, the Community Crime Prevention Task Force was convened to 1) study the root causes of crime in the community; 2) determine the types of programs most likely to prevent crime or effectively intervene in the lives of those at risk of criminal behavior; and 3) make recommendations about how the community could prevent crime in the future.

In response to the Task Force's work, the City-County Council passed Proposal No. 264 to increase the County Option Income Tax (COIT) resulting in \$5 million annually for the next two years to fund crime prevention initiatives like those recommended by the Community Crime Prevention Task Force in its January 2007 Report. The Report provides the blueprint to add annual funding for supporting crime prevention solutions that are known to work. These include successful programs currently in operation locally, and other new types of programs that if implemented and funded would make a significant difference. Specific programs and concepts with the ability to prevent future crimes are detailed in the Report, which can be found at [www.indygov.org](http://www.indygov.org). or call Mitzi Hurst, Special Assistant to the Deputy Mayor of Neighborhoods, at (317) 327-4422 for additional information.

## 1.2 Scope of Grant Services

This section of the RFP details the scope of services to which the successful non-profit organization will need to respond for consideration. The selected organizations shall provide all labor, materials, hardware and equipment required to fully support the grantee services for the City.

Successful Community Crime Prevention Grants will center primarily on ways that our community can decrease crime. The aim is not to focus on law enforcement strategies or large-scale reforms to the criminal justice system. These are the purview of law professionals. Nonetheless, prevention is tied directly to community involvement, law enforcement and an effective criminal justice system.

The anticipated outcome of the Community Crime Prevention Grant is to fund programs that will fill a documented gap in existing services, and promote collaboration amongst existing institutions, existing programs, and efforts that involve neighborhood residents. The primary goal of the Community Crime Prevention Grant is to provide the community with measurable results that clearly demonstrate a reduction in crime. Community Crime Prevention grants will be awarded over a two year funding cycle. Funds will be distributed in two payments, 50% the first year and the remaining funds the second year, after submission and approval of first-year reports. The amount requested may not exceed \$300,000 unless prior permission is granted. Eligible funding is restricted to programs which exclusively serve Marion County, Indiana, have IRS 501(c)(3) not-for-profit status and have three years of programmatic and operational history. Proposals that exceed 10 pages and/or do not follow the provided instructions will not be considered. Please read the included information carefully.

Applicants should view the Sample Professional Services Agreement found in Attachment A of this RFP. The applicant does NOT need to sign this agreement but rather review and note any areas that need to be discussed with the City if selected for this project. The final contract with the applicant will include similar language to that shown in the Sample Professional Service Agreement and specific language for this project. **Note: Any proposed exceptions to this document should be listed in detail, attached and returned with the application.**

### 1.3 Proposal Evaluation

Proposals will be evaluated and scored according to the following evaluation criteria. Proposals that significantly deviate from the City's requirements may be found "non-responsive" without further evaluation.

Section	Description	Max. Pts. Allowable
A.	Programs relation to one or more funding areas	10 pts
B.	A three year history of outcomes related to specific program	10 pts
C.	Need for program clearly stated	20 pts
D.	Boundaries, goals, objectives; List of staff, equipment and supply requirements	10 pts
E.	Anticipated outcomes, community benefits, program timeline, and self evaluation	5 pts
F.	Detailed target population (unduplicated); Recruitment and identification of program participants	10 pts
G.	Clear description of program location, utilized space. Correlation between neighborhood quality of life plan and proposed program	5 pts
H.	Letters from program partners (if applicable) and community	5 pts
I.	Identified ways to fund project in the future	5 pts
J.	Minimum award needed clearly stated. Budget narrative clearly explained if total request not granted.	15 pts
K.	Provided budget sheet complete and figures accurate	10 pts
	<b>Project's purpose meets overall criteria of grant</b>	25 pts
	<b>Overall program rating</b>	20 pts

<b>Total Score</b>	110 pts
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## **Funding Areas**

1. **Employment:** Re-entry programs including components that address:
  - employment skills and job placement
  - financial literacy
  - housing opportunities
  - mentoring
  - on-going drug abuse/mental health treatment
  - other “barrier buster” programming (child support, transportation).

Applicants are encouraged to collaborate with other programs or services to advance a comprehensive approach to re-entry; and/or expand and enhance workforce development opportunities and job placement for people with previous convictions; and/or expand and build connections with employment opportunities.
2. **Health:** Programs that develop, and/or implement, and administer drug treatment and/or mental health treatment programs. Applicant program is encouraged to support court-administered drug diversion and/or mental health treatment programs (adult & juvenile). Develop, implement and/or administer programs for previous drug offenders and for previous offenders with mental illness, including, but not limited to, services that are:
  - faith-based
  - 12 step
  - wrap around services (mentoring, financial literacy, housing, addiction coaching, traditional mental health counseling, etc.)
3. **Families At-Risk:** Programs for children whose families demonstrate risk factors for abuse or neglect, previous contact with the criminal justice or child welfare systems, and currently confronting domestic violence. Programs may include:
  - financial literacy
  - parental support, education
  - case management
  - home-based counseling.
4. **Foster Care Youth:** Programs that develop housing, employment, and/or educational opportunities for youth aging out of foster care. The focus should include:
  - increasing educational attainment
  - improve access to workforce development opportunities
  - provide safe, stable, and affordable housing
  - address physical and mental health needs
  - financial literacy
  - provide training and opportunities to participate in positive relationships and community activities.
5. **Neighborhoods:** Existing or new accountability-based programs that are designed to enhance positive interaction between law enforcement and community residents.
6. **Mentoring:** Programs that increase capacity for existing or new mentoring programs. Applicants are encouraged to collaborate including recruitment, retention and training.
7. **Youth & Adult Education:** Programs that implement conflict resolution, decision-making and life skills training. Programs may also include GED preparation, financial literacy, early education programs, or reading and math readiness.
8. **Youth Engagement:** Develop, implement or expand outreach and opportunities for positive recreation, conflict resolution, arts/telecommunications programs, tutoring, life skills development, or employment skills.
9. **Other:** Applications not aligning with one of the above topics will be considered only if the application focus area is thoroughly explained and is directly related to community crime prevention.

**Funding Request Cover Sheet  
Requesting Organization Information**

**Applicants must have an IRS 501(c)(3) not-for-profit status, or partner with an IRS 501(c)(3) not-for-profit organization and have three (3) years of programmatic and operational history.**

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Name of Organization \_\_\_\_\_ Legal name, if different \_\_\_\_\_

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Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Employer Identification Number (EIN) \_\_\_\_\_

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Phone \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

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Name of Organization Director \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

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Name of contact person regarding this application \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Is your organization a Faith Based Organization?  Yes  No

Is your organization an IRS 501(c)(3) not-for-profit?  Yes  No

If no, is your organization a public agency/unit of government:  Yes  No

If applicable, list name and address of fiscal agent:

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\_\_\_\_\_ Name \_\_\_\_\_ Fiscal agent's EIN # \_\_\_\_\_

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\_\_\_\_\_ Address \_\_\_\_\_ City, Zip \_\_\_\_\_ Phone \_\_\_\_\_

Number of persons to be served \_\_\_\_\_ Geographic area served \_\_\_\_\_

If your organization receives funding from the United Way, (either as an allocation or targeted funds) please indicate the most recent year's amount and percent of organization's total operating budget.

United Way amount \_\_\_\_\_ Year \_\_\_\_\_

% of Total operating budget \_\_\_\_\_

Total program budget request \_\_\_\_\_

Total annual organization budget \_\_\_\_\_

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Agency/Organization Chief Executive \_\_\_\_\_  
Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

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Chief Executive Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Proposal Instructions**

**Proposal should not exceed 10 pages (8½ X 11) using Times New Roman 12 point font with one (1) inch margins to provide the information requested below. Applicants should answer each funding area in succession using the appropriate header.**

- a) **Program Abstract:** Include in this section how the funding area(s) being requested will further your organization's mission and promote reduction in crime.
- b) **Prior Program Outcomes:** Provide a three (3) year history of program outcomes specific to the area being applied for in the grant.
- c) **Program Need:** State the need for the proposed program. Use statistical information to demonstrate need by using data sources which may include SAVI, Client Track, Current Census data, and Indysitefinder.com.
- d) **Program Narrative:** Does any other agency/provider offer this program: If yes, explain how this program will complement, expand or collaborate with existing efforts. Include geographic boundaries. This section should also include the program's goals and objectives. Describe how you intend to implement the program including staff, equipment and supply requirements.
- e) **Work Plan:** Include in this section the anticipated outcomes of the program, the benefits to the community and the program timeline.
- f) **Evaluation:** How will you evaluate whether the program has been successful?
- g) **Target Population:** Describe in detail your target population. How many unduplicated individuals do you plan to serve through this program? How will program participants be recruited or identified?
- h) **Place:** Where will the program take place? How else is this space utilized? Does the neighborhood where your program will take place have an existing quality of life plan? If so, how does your proposal fit into this existing plan or further one of the stated action steps?
- i) **Program Partnerships:** Name your partners in this program and what their commitment to the program will be? Letters of support from the community are also encouraged.
- j) **Program sustainability:** What is the future fiscal plan beyond this grant cycle?
- k) **Budget Information:** Complete the attached program budget worksheet and **include a budget narrative which explains each line item** for which the Community Crime Prevention funds are being requested. If you do not receive 100% of your funding request, (1) what program modifications will you make and (2) what other funding sources will your organization pursue (be specific)? What is the minimum award amount necessary to meet your outcomes? **Applications will be considered incomplete if the provided budget sheet is not completed and submitted along with the budget narrative.**
- l) **Professional Services Agreement:** Attached is a "Sample Professional Services Agreement". An applicant's grant approval will result in a similar contract being agreed upon between the applicant and the City. Applicants shall review the attached sample agreement (Attachment A) carefully and document any exceptions taken to the sample on the grant exception sheet. Material exceptions taken by the applicant may be grounds for application denial. **Applicants do not need to sign or return the sample agreement as part of the application.**



	Item	Quantity	Cost/Item	Requested Funds specifically from Grant	Funds from other sources	Total Program Budget
<b>4. Supplies</b>			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
<b>5. Printing</b>			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
<b>6. Consulting</b>			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
<b>7. Public Relations</b>			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
<b>8. Other</b>			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
			\$ .	\$ .	\$ .	\$ .
<b>Total Program Costs</b>				\$ .	\$ .	\$ .

*\*Crime Prevention Grant Funds are intended for equipment necessary to run program*

## COMMUNITY CRIME PREVENTION APPLICATION AND GUIDELINES

### 1.) Community Crime Prevention Grant should focus on one or more of the following:

- Employment
- Health
- Families At-risk
- Foster Care Youth
- Neighborhoods
- Mentoring
- Education
- Youth Engagement
- Other: Must be directly related to community crime prevention

### 2.) Community Crime Prevention Programs are not intended for: Capital improvement

- General operating support
- Scholarships
- Endowments

### 3.) Grant Information:

- Grants range up to \$300,000
- Applications will be accepted from organizations with at least three (3) years of operational and programmatic history.
- Application must be typed in Times New Roman 12-point font with one (1) inch margins
- No handwritten applications will be accepted
- Neither incomplete nor late applications will be accepted or considered for funding
- The budget worksheet and budget narrative must be included
- Program must demonstrate a plan for sustainability past the funding cycle
- Include resumes of key personnel implementing the program

### 4.) Please submit the following:

- 15 copies (one original plus 15 copies). All copies must be made prior to submission.
- 15 copies of your Board of Directors Roster (include names, titles and professional affiliations).
- 2 copies of your latest IRS 501(c)(3) Determination Letter or authorization letter from agency director, if applicant is a governmental agency in Marion County.
- 1 Annual Report, if available.
- Audit of last three (3) years, including most current if available.
- At least 3, no more than 5 letters of support. **Letters of support must be project-specific and recently dated.**

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## **Application Process**

- Applications will be released on August 4, 2008.
- Applications are due in the Greater Indianapolis Progress Committee (GIPC) Office by September 8, 2008.
- The Crime Prevention Advisory Board will review all applications and make recommendations to the Mayor.
- Upon the Mayor's approval, the Marion County Justice Agency (the agency responsible for managing the distribution of and reporting of funds) will draft a resolution for the City-County Council's approval.
- After approval by the City-County Council, the Marion County Justice Agency will draft grant agreements for each recipient.
- When a signed grant agreement is on file, funds will be eligible for distribution. Crime Prevention funds will not be reimbursable grants. It is anticipated that a portion of funds will be available for distribution immediately and the remaining funds will be awarded following successful completion of first year grant reporting. However, given various programmatic timelines, fund distribution timelines may vary and depend on the sub-recipient.
- Funds will be awarded over two years from start of program.

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## **Attachment A – Sample Professional Services Agreement**

This Professional Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the City of Indianapolis, Department of \_\_\_\_\_, (hereinafter referred to as “City”), and \_\_\_\_\_ (hereinafter referred to as “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **SECTION I. INTERPRETATION AND INTENT**

- 1.01 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Section 1 and attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

### **SECTION II. DUTIES OF CONTRACTOR**

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

### **SECTION III. TERM**

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

### **SECTION IV. COMPENSATION**

- 4.01 The Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A for a total amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_).
- 4.02 Payment will be in conformance with Attachment B to this Agreement.

- 4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

## **SECTION V. GENERAL PROVISIONS**

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the City in any way.
- 5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.03 Necessary Documentation. Contractor certifies that it will furnish the City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality of City Information.
- 5.04.1 Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of the City, be disclosed to a person not in the City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

- 5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this section, clause (d).
- 5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the City.
- 5.06 Ownership of Documents and Materials.
- 5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered “work for hire” and the Contractor transfers any ownership claim to the City of Indianapolis and all such matters will be the property of the City of Indianapolis. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.
- 5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.
- 5.07 Insurance.
- 5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor’s operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
- 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
  - 2) Claims for damages because of bodily injury and personal injury, including death, and;
  - 3) Claims for damages to property.
- Contractor’s insurance shall be not less than the amounts shown below:
- A. Worker’s Compensation & Disability ..... Statutory

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

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

5.07.3 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

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

**- OR -**

5.07 Pursuant to agreement from all parties, in light of the nature of this Agreement, i.e., personal services, no insurance shall be required.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

- 5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of a termination action for default or for the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Debarment and Suspension
- 5.10.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- 5.10.2 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.10.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.11 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

5.12 Key Persons. It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by Contractor is of a personal services, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor's signatory to this Agreement is a firm, partnership, or corporation, in the event of the termination of employment of anyone understood to be personally responsible for the work described in this Agreement, the City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

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

*To Contractor:*

*to City:*

5.14 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.

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

5.16 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

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

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

5.19 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.

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

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

5.21 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.22 Attorneys' Fees. Contractor shall be liable to the City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.23 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.24 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with City and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the City.

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

City of Indianapolis – Department of \_\_\_\_\_ (“City”)  
Suite \_\_\_\_\_, City County Building  
200 East Washington Street  
Indianapolis, Indiana 46204

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

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

(Printed) \_\_\_\_\_

(Title) \_\_\_\_\_

XXX (“Contractor”)

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

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

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

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

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

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

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

City Controller

APPROVED AS TO FORM AND LEGALITY:

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

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

Assistant Corporation Counsel

Authorized by the Board of \_\_\_\_\_, on \_\_\_\_\_, 200\_.

ATTEST:

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

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

Board Secretary