

Request for Proposals for

Professional Services for

Metropolitan Transportation Plan (MTP) 2055

Release Date

September 9, 2026, 10:00 a.m. ET

Responses Due

October 6, 2026, 5:00 p.m. ET



All of the responses must be addressed and returned to:

Indianapolis Metropolitan Planning Organization

indympo.gov

200 East Washington Street – Suite 2322
Indianapolis, Indiana 46204
317.327.5135

procurement@indympo.gov

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01. RFP / Selection Schedule

RFP Released	September 9, 2026 (10:00 a.m. ET)
Questions due (See Section 05 Response Requirements)	September 16, 2026 (10:00 a.m. ET)
Pre-Bid Meeting (pre-register)	September 23, 2026 (11 to 12 p.m. ET)
Proposal Packages	October 6, 2026 (5:00 p.m. ET)
Shortlist interviews*	November 4 & 5, 2026

The Indianapolis MPO adheres to the following selection and contracting process:

1. Issue RFP
2. Receiving RFP packages
3. Review proposal with selection committee
4. Interview shortlisted respondents as necessary*
5. Contracting process

**Optional. The IMPO reserves the right to select a consultant based solely on qualifications. The IMPO also reserves the right not to hold shortlist interviews or change the date and time if deemed necessary.*

02. IMPO History

The Indianapolis Metropolitan Planning Organization (IMPO) is Central Indiana's federally designated regional planning organization. The IMPO creates and implements short- and long-range plans to advance the region's goals in transportation, economic development, housing, safety, sustainability, and other quality of life issues. The IMPO is also responsible for distributing certain federal transportation funds for roads, transit, trails, and other means of moving people and goods around Central Indiana. Our planning region includes approximately 1,520 square miles, 36 jurisdictions, and approximately 1.78 million residents.

The IMPO's planning process is collaborative including community members, member jurisdictions such as cities, towns, and counties, as well as partner organizations who plan for and/or provide transportation services within the region. The IMPO is governed by its Executive Committee made up of elected and appointed officials from across the region. The IMPO's transportation functions are approved by the Transportation Policy Committee with support from the Transportation Technical Committee.

Our vision is one in which Central Indiana will thrive as we continuously improve our built environment and expand economic opportunities for all residents. To this end, the IMPO is built around four core pillars including convene (bring experts and community members together), inform (provide reliable data to support planning and policy-making), plan (create

and adopt infrastructure plans and track their implementation), and fund (fund regionally-significant projects).

03. Context

The Indianapolis MPO is updating its CIRCLE 2050 Metropolitan Transportation Plan (MTP) to 2055. This major update will incorporate IMPO activities for performance measures, including requirements on pavement, bridges, safety, and other measures as mandated. For this major update, we plan to spend 20-24 months for plan development through final approval.

The last major update of the MTP had a horizon year of 2050 and was approved in December 2024. This update will engage the public, regional partners, and Transportation Technical and Policy Committee members to refine the region's transportation and investment goals; policy and funding priorities; and the plan's goals, objectives, performance measures, and project-scoring framework. The update will also strengthen linkages between the MTP and other IMPO plans, studies, and recommendations.

The IMPO is separately updating Scenario Planning and Regional Activity Centers to incorporate geographic expansions and updated land-use and economic data. Those efforts will inform the 2055 MTP. The IMPO is also updating its Travel Demand Model (TDM) through 2027; the current model will be available for initial analyses, but updated model outputs are anticipated to be available for MTP analysis in early 2028.

Additional separate tasks not included in this RFP include revenue projections for the MTP's fiscal constraint activities, which will be completed in a separate contract.

04. Work Elements

Project Schedule

- The anticipated start date for the contract will be on or around January 1, 2027.
- The Metropolitan Transportation Plan is expected to be presented for adoption in August or October 2028.
- All final deliverables, editable source materials, data, documentation, and project closeout activities must be completed no later than December 31, 2028.
- Respondents shall provide a detailed project schedule identifying major tasks, dependencies, review periods, engagement and committee touchpoints, decision points, draft deliverables, public review, adoption, and final handoff.

Project Budget

- Total not-to-exceed budget: \$215,000.
- Proposals shall clearly distinguish between:
 1. base-scope services required to complete and adopt the Metropolitan Transportation Plan; and
 2. separately priced optional or additive services.

General Scope Expectations

The Indianapolis Metropolitan Planning Organization requests the following work as part of the project scope. The tasks describe the minimum required components and outcomes of the project.

Respondents are encouraged to propose creative, efficient, or innovative methods for completing the work. Respondents may recommend consolidating or reorganizing tasks where doing so would produce a stronger and more useful MTP, provided the proposal clearly demonstrates how all required elements will be addressed.

The IMPO reserves the right to refine the scope, schedule, deliverables, and allocation of responsibilities during contract negotiations.

The resulting MTP should function as more than a document produced for adoption. It should establish an understandable and maintainable framework connecting the region's long-range vision, transportation needs, investment decisions, project development, performance monitoring, Transportation Improvement Program, and future MTP amendments.

A. Regulatory Compliance

The IMPO's MTP must include, at a minimum, the required items in applicable sections of the Code of Federal Regulations, Title 23, Section 450 Subpart C (23 CFR §450.300-340). The IMPO is a Transportation Management Area, which is an MPO that covers an area with more than 200,000 people. Other required activities for MPOs may also be recommended for inclusion in the MTP.

B. General Administrative and Project Management Requirements

The following requirements apply throughout the contract and shall be incorporated into the consultant's approach, schedule, and fee for each applicable technical task.

The IMPO will expect the consultant to:

- Designate a project manager who will serve as the primary point of contact for the IMPO;
- Participate in regularly scheduled coordination meetings with the IMPO project manager and designated project team;
- Prepare and maintain a project work plan and timeline coordinated with related IMPO initiatives and deliverables;
- Submit monthly invoices with a summary of completed and upcoming work, budget and schedule status, and matters requiring IMPO direction;
- Apply appropriate quality-assurance and quality-control procedures;
- Develop and share draft approaches and major milestone products with the IMPO project manager sufficiently in advance for meaningful collaboration, review, and refinement;
- Attend and support major milestone meetings, including preparation of applicable agendas, presentations, technical summaries, and decisions.

The IMPO will provide overall project oversight, available plans and data, access to appropriate staff and committees, consolidated review comments, and formal agency decisions.

C. General Engagement and Consultation Requirements

Engagement and consultation should be integrated throughout the technical tasks rather than conducted as a separate or isolated phase of the project.

Early in the project, the consultant will work with the IMPO to develop an Engagement and Decision Support Framework identifying:

- the MTP decisions that require public, stakeholder, technical, or policy input;
- what information is needed and how it will be used;
- who should be consulted and why;
- the most appropriate method and timing for obtaining the information;
- how findings will be analyzed and communicated; and
- how the information will influence the applicable analysis, recommendation, or decision.

The framework should remain flexible and may be refined as information needs and plan decisions become clearer.

Engagement and consultation should include, as appropriate:

- a MTP Steering Committee; IMPO has an existing member list and will update
- coordination with IMPO member jurisdictions, INDOT, public transportation providers, and other planning partners;
- topic-specific stakeholder, focus-groups, or technical discussions;
- consultation with populations, organizations, industries, and communities affected by regional transportation decisions;
- public engagement at meaningful decision points;
- presentations and discussions with the IMPO Transportation Technical and Policy Committees; and
- required public review and comment opportunities.

The consultant should recommend engagement methods based on the information needed. Methods may include interviews, facilitated discussions, surveys, workshops, focus groups, online tools, existing community events, or other approaches.

As part of this work, the consultant will adapt and administer a statistically valid regional survey addressing transportation priorities, funding tradeoffs, and resource-allocation goals. The IMPO will provide its previous MTP survey as a starting point. Proposals shall describe the survey approach, sampling and weighting methodology, expected representativeness, and any specialized survey partner or subcontractor proposed. The methodology, findings, and limitations should be documented. Survey findings will be considered alongside technical analysis and other input and will not serve as the sole basis for investment decisions.

The consultant will document the purpose, participants, methods, findings, limitations, and use of information collected through major engagement activities. The final MTP documentation should clearly demonstrate how substantive input was considered in the planning process.

D. Technical Tasks

i.) Regulatory and Plan Development Framework

The consultant should ensure that the MTP and its development process comply with all applicable federal and state metropolitan transportation planning requirements in effect at the time of adoption. This includes requirements related to performance-based planning, public participation and consultation, fiscal constraint, transportation conformity, accessibility, environmental considerations, and development of a multimodal transportation plan covering the required planning horizon of 2055.

ii.) Regional Conditions and Planning Linkages

The consultant should evaluate the conditions, trends, and uncertainties most relevant to the region's transportation decisions through 2055.

The analysis should address as appropriate:

- population, households, employment, and economic activity;
- land use, development, and growth patterns;
- transportation demand for people and goods;
- transportation system condition, performance, safety, congestion, reliability, and operations;
- roadway, bridge, transit, active transportation, freight, and intermodal systems;
- access to employment, education, healthcare, food, recreation, and other important destinations;
- natural resources, environmental conditions, and infrastructure vulnerability;
- emerging trends that may materially affect transportation needs or system performance;
- other items that federal regulations require IMPOs to review.

The work should build on and create stronger connections among relevant IMPO and partner plans, including active transportation, transportation safety and Vision Zero, congestion management, transit, freight, intelligent transportation systems, housing, economic development, resiliency, and land-use planning.

The consultant should identify which findings, strategies, projects, datasets, and performance measures should be incorporated into the MTP, incorporated by reference, maintained separately, or addressed through future work.

Existing-conditions analysis and peer-region comparisons should be focused on questions that influence a plan decision, investment strategy, performance measure, or recommendation. The consultant should avoid reproducing information solely for descriptive purposes.

The base scope shall include integration of applicable Congestion Management Process findings and recommendations. A comprehensive update of the Congestion Management Process may be proposed as an optional service.

iii.) Vision, Goals, Objectives, and Performance Framework

The consultant will assess and refine the CIRCLE 2050 vision and the MOVE, PROSPER, MAKE SAFE, and SUSTAIN framework to reflect current regional priorities, conditions, and applicable requirements. Updates will be strongly influenced by engagement activities in Task C (above).

In coordination with updating the MTP's goals and objectives, the consultant will review the MTP's Key Performance Indicators (KPIs) and refine them as necessary to ensure that they:

- meet applicable federal requirements;
- communicate regional conditions and progress in language understandable to residents and decision-makers;
- rely on data that can reasonably be maintained;
- help guide future planning, programming, and policy decisions; and
- support continued use through the IMPO's performance reporting and dashboard activities.

The consultant will prepare the required system performance report and supporting documentation. Respondents are encouraged to recommend creative ways of communicating regional performance and connecting measures to the goals and objectives as well as decisions and actions that can influence outcomes.

iv.) Growth, Land Use, Scenario Planning, and Modeling

The consultant should incorporate updated population, employment, land-use, and travel assumptions into the MTP. The IMPO will provide 2026 data from updates to the Preferred Land Use Modeling Scenario for 2055, existing and emerging Regional Activity Centers, and Vision Eval strategic policy modeling. The Indianapolis Travel Demand Model (ITDM) is undergoing a major update, but outputs will be available as requested throughout 2027. New modules won't be live until early 2028, and therefore timing may or may not eliminate them from use during this MTP update.

Within the context of the aforementioned products, scenario analysis should be used where it can help the region understand a consequential decision, tradeoff, or uncertainty. Potential applications may include:

- alternative growth patterns;
- evaluation of transportation investments;
- preservation and expansion tradeoffs;
- revenue uncertainty;
- changes in travel behavior or technology; and
- growth within or outside Regional Activity Centers.

v.) Investment Framework and Project Development

The consultant will facilitate updates to the IMPO's resource allocation (transportation spending) goals. The analysis should consider:

- public, stakeholder, and IMPO-member input;
- regional transportation needs and performance;
- historical investment patterns;
- projected revenues;
- federal funding eligibility and requirements;
- adopted goals (such as IMPO's Vision Zero goal) and performance measures; and
- the tradeoffs and anticipated outcomes associated with different investment approaches.

Regional revenue projections for 2025-2055 will be created through a separate contract outside this RFP.

The IMPO has maintained an objective MTP project scoring process for regionally significant transportation projects through several MTP updates. The process requires at least two passes in order to incorporate the necessary information from the ITDM and apply fiscal constraint. The consultant and IMPO will share development tasks for the MTP fiscally constrained project list, including:

- review and improvement of project scoring methods;
- a call for regionally significant transportation projects;
- quality control of project/scoring data;
- assigning project scores;
- incorporating ITDM outputs; and
- application of the fiscal constraint process.

The Call for Projects application, project cost estimating, and other forms may be reused from previous MTP updates. The majority of the technical tasks related to project scoring will be the responsibility of the selected consultant.

The resulting project information should support coordination among the MTP, future amendments, project development, transportation conformity, and the Transportation Improvement Program.

vi.) Policy, Program, and Implementation Framework

The consultant should develop actionable policy, program, investment, and planning recommendations needed to advance the adopted MTP vision and goals. An update to the IMPO's Strategic Plan is under development, but once completed will strongly support this task.

Recommendations may address system preservation, safety, active transportation, transit, freight, congestion and operations, land use, housing and transportation coordination, economic development, resiliency, data, performance monitoring, project development, local technical assistance, and regional coordination.

For major recommendations, the consultant should identify:

- the intended outcome;
- the role of the IMPO and its partners;
- potential implementation mechanisms;
- near-, medium-, or long-term impact;
- major dependencies or barriers;
- potential funding or staffing implications; and
- how progress could be monitored.

The consultant should distinguish between actions the IMPO can implement directly, with IMPO's staff input, actions requiring coordination or partner leadership, and actions dependent on local, state, or federal decisions.

The work should also identify emerging legislation, funding changes, technology, travel behavior, or other trends that could materially affect MTP implementation. These issues should inform the plan's strategies, assumptions, and risk considerations rather than be presented as a general list of future trends.

The resulting implementation framework should provide a practical connection between the MTP and the IMPO's Transportation Improvement Program, Unified Planning Work Program, technical assistance, future studies, and other implementation activities.

vii.) Public Review and Final Deliverables

The consultant will prepare draft and final MTP documents that are accessible, visually coherent, web accessible, and concise, and supported by appropriate technical documentation.

The consultant will support required public review and adoption activities, including preparation of public-facing materials, presentations, comment documentation, and revisions resulting from public and committee review. The final documentation should explain how substantive comments were considered and addressed.

Final deliverables will include, at a minimum:

- all final pdf documents in web accessibility compliant formats;
- all final report documents and any supplemental reports and summaries in native packaged files / editable format to allow for future amendments;
- all mapping files/scripts in native packaged files / editable format to allow for future amendments

viii.) Optional

Respondents may separately price optional services that may enhance the project but are not required to complete the base MTP scope. Optional services may include:

- additional scenario or travel-model analysis beyond the tasks above;
- specialized digital tools or dashboards development beyond the required public project map and fiscally constrained list;

- additional processes or analyses that other MPOs have implemented that would be applicable to the Central Indiana Region.

05. Response Requirements

Consultants must submit a digital copy of their response; no paper copies are required. Consultants must also provide a separate PDF that contains an estimated quote for the contract amount that would cover all work included in Section 04 of this document. This is *not* included in the 16-page limit. All digital files should be in PDF format. All responses must be sent via email to procurement@indympo.gov and should read “MTP 2055” in the subject line.

Submissions should be prepared to provide a straightforward and concise description of the consultant’s qualifications. Submissions should be no more than 16 pages, with each of those pages using standard 8.5” x 11” sheets. Forms A, B, and C, the questions addendum, cover page, vendor profile information, quote, and table of contents are not included in this 16-page limit. Only one Form A, Form B, and Form C is required for the responding vendor. Sub-consultants are only to be included in Form B, under “Partnering Vendor.” If there are multiple sub-consultants, attach additional Form B pages in this section. Any information beyond these limitations will not be considered in evaluating the project response.

The submission should include the following items counted toward the 16-page limit:

Cover Letter: (one page)

Indicate your interest in the project and any unique qualifications that should be taken into consideration.

Firm Overview: (one to two pages)

Include information on the lead and any sub-consultants on the team. Please identify the type of organization for each firm (corporation, partnership, etc.).

The lead consultant would be required to carry liability insurance for this project. The attached draft contract indicates the insurance requirements that must be met.

Project Approach: (one to four pages)

Include your approach to the project, indicating how you will incorporate the suggested tasks, and whether additional tasks would be recommended. Be clear and concise.

Project Team/Firm Experience

☐ **Project Team** (maximum two pages)

Identify the project manager and main point of contact for the project as well as other staff to be involved. Optionally, include an organizational chart for the project team.

☐ **Relevant Project Sheets** (maximum three pages)

Include at least three projects that demonstrate relevant project experience according to the suggested tasks. Include client name and listing staff who worked on each project and their role. The three examples should come from relevant team

members' experience, identifying specifically what role each team members played in the projects. For teams, please include at least one relevant project per firm that highlights expertise similar to the task(s) currently proposed. Listing Indianapolis MPO experience is acceptable, but do not include Indianapolis MPO references.

☐ **Resumes for Key Staff** (maximum four pages)

Resumes should detail educational qualifications and previous work assignments related to the services proposed. Include qualifications of each employee, as well as expected roles and responsibilities for this project. Project team credentials will be subject to verification.

The submission should include the following items not counted toward the page limit:

Completed Forms: Complete one each of forms A (general information), B (qualifications statement), and C (references). The forms are included in this RFP packet. This information does not count toward the page limit.

Cover page and Table of Contents: A cover page and the table of contents are optional and not counted towards the page limit.

Indianapolis Marion County Vendor Profile Information: Include a Screenshot or PDF print of your Indianapolis Marion County vendor profile. If you do not have an existing vendor profile you will be required to register if you are selected for the contract. This information does not count toward the page limit.

Signed Questions Addendum Form: Questions will be accepted and directed to procurement@indympo.gov until 09/16/2026 10:00 a.m. ET. All questions will remain anonymous. The Questions Addendum Form with answers to questions will be posted on the Indianapolis MPO website (indympo.gov/procurement) after the questions deadline. Addenda will **not** be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date. Vendors should sign the addendum and include it in their submission. This information does not count toward the page limit.

Separate Quote Document: Include a separate PDF that contains a quote for the scope of work in Section 04. Please include a minimum level of detail consistent with major tasks outlined in the proposal. Each major task should include costs along with rates and hours of key staff assigned to said tasks.

06. Evaluation Criteria

The IMPO may use an evaluation committee consisting of representatives from the IMPO staff and/or members. Each member of the team will be given a copy of the accepted responses and will evaluate each response against this RFP evaluation criteria.

Project Approach: (35 points)

- ☐ Points awarded based upon "Project Approach," as submitted according to Section 05 Response Requirements.

Project Team (Manager / Staff): (35 Points)

- ☐ Points awarded based upon “Project Team Experience,” as submitted according to Section 05 Response Requirements.

Past Project Experience / Examples of Work: (30 points)

- ☐ Points awarded based upon “Project Team / Firm” as submitted according to Section 05 Response Requirements.

07. Supplemental Information

A submittal does not guarantee that the firm will be contracted to perform any services, but only serves as notice to the IMPO that the firm desires to be considered. The IMPO assumes no obligation to accept or act on any response. The IMPO assumes no liability for any costs incurred in preparing or submitting a response.

An electronic version of the RFP can be found at: indympo.gov/procurement

All consultants shall abide by the current Certifications and Assurances that the Federal Highway Administration (FHWA) requires including compliance with Title VI.

Bonds, Insurance, and Special Requirements: The consultant selected for this project will be required to carry insurance as detailed in the attached boilerplate, Professional Services Agreement (see Attachment B).

Federal Participation: The Indianapolis Metropolitan Planning Organization is a sub-recipient of Federal Funding through the Federal Highway Administration and Federal Transit Administration of the United States Department of Transportation. Specifically, this project will use federal planning funds as well as local match provided by the IMPO and its planning partners.

Reserved Right: The Indianapolis Metropolitan Planning Organization reserves the right to withdraw this solicitation at any time in the process prior to contracting, upon notification to all vendors in receipt of the solicitation documents by fax, letter, or email to their last known business address. If such action is taken by the Indianapolis Metropolitan Planning Organization, no vendor will have claim for recompense.

08. Vendor Instructions

Notice to Vendors: Vendors are furnished the following instructions to clarify conditions for work, development and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed. All forms required in the certification pages must be completed or the response will be considered as non-responsive.

Limitation of Responsibility: The Indianapolis Metropolitan Planning Organization is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any project idea.



The Indianapolis Metropolitan Planning Organization is not responsible for returning submitted project ideas to any vendor.

Vendor Warrants and Sub-Contractor Restrictions: Vendor will warrant that all information provided by it in connection with this offer is true and accurate, and that vendor by virtue of its submission is capable of supplying all work requested herein without brokering or delegating to a third party.

Vendor will warrant that it will not delegate or sub-contract its responsibilities under the Agreement beyond the level revealed in the solicitation without the prior written permission of the Indianapolis Metropolitan Planning Organization.

Taxes: The Indianapolis Metropolitan Planning Organization is tax exempt from Federal and State excise, use, and sales taxes.

Independent Contractor: The successful vendor shall be considered and shall accept status as being that of an “Independent Contractor” to the Indianapolis Metropolitan Planning Organization, and shall recognize that they are not an employee.

Contract Required: The sample contract included in this packet is the contract proposed for use on this procurement.

Attachment A: Required Forms

Form A: General Information (submit one Form A)

Company Name: _____
Street: _____
City, State, Zip: _____
Primary Contact: _____
Telephone: _____
Email: _____
Web site: _____

Type of organization:

- ☐ Individual ☐ Partnership ☐ Other (explain) _____
☐ Joint Venture ☐ Corporation

Does the company presently carry errors/omissions professional liability insurance?

☐ Yes. Amount: _____

Has the company reviewed the attached contract boilerplate?

☐ Yes.

Vendor Registration

Vendors should be registered with Indianapolis & Marion County. To register see the Indianapolis Marion County [Vendor Website](#). Vendor Number: _____

Federal ID Unique Entity ID (generated by SAM.gov) _____

Form B: Qualifications Statement (submit one Form B)

Project Manager

Name: _____
Years of relevant experience: _____
% of time for this project: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Email: _____

Other Key Staff

Name: _____ Years of Relevant Experience: _____ % of time on this project_____
Name: _____ Years of Relevant Experience: _____ % of time on this project_____
Name: _____ Years of Relevant Experience: _____ % of time on this project_____

Partnering Vendor

(if appropriate; if more than one vendor, attach separate sheet(s) with contact information)

Company Name: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Web site: _____

Form C: References (submit one Form C)

Reference #1 (specific to project manager, no IMPO references please)

Name: _____
Organization: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Referenced Project: _____

Reference #2 (specific to project manager, no IMPO references please)

Name: _____
Organization: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Referenced Project: _____

Reference #3 (specific to project manager, no IMPO references please)

Name: _____
Organization: _____
Street: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Referenced Project: _____

Attachment B: Sample Contract

SAMPLE CONTRACT ONLY – DO NOT FILL OUT

PROFESSIONAL SERVICES/ SERVICES [Choose either Professional Services or Services]
AGREEMENT

BETWEEN

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - XXXX

AND

XXXX

FOR

XXXX

This **Professional Services/Services** Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Indianapolis Metropolitan Planning Organization** (hereinafter referred to as “IMPO”) and **XXXXX** (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 **IMPO** and Contractor, and shall include these Terms and Conditions, any Attachments hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between IMPO 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 IMPO and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IMPO 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 IMPO 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 IMPO 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 IMPO, 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 IMPO solely by virtue of IMPO or IMPO'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 was prepared in cooperation with the State of Indiana, Indiana Department of Transportation and the Federal Highway Administration.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in Attachment A, _____, attached hereto and incorporated into this Agreement. Contractor shall perform and carry out the professional services relating to this Agreement in a timely and professional manner consistent with industry standards.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon execution of this Agreement by all parties and IMPO's receipt of a Purchase Order and shall terminate on _____ unless terminated earlier in accordance with this Agreement. The Executive Director of the IMPO, may, for good cause shown, extend the time for completion for up to six (6) months beyond the time specified in this Section; provided that any such extension which also involves an increase in the Contractor's compensation or which, in the judgment of the Executive Director, substantially changes the scope of the work or any extension beyond the six (6) month period allowed herein must be approved by the Executive Committee of the IMPO.
- 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 IMPO and Contractor 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 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed _____ (\$XXXX.XX).
- 4.02 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 IMPO. IMPO will pay Contractor within thirty (30) 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 IMPO. 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 IMPO for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate IMPO in any way.
- 5.02 Subcontracting. The parties agree that Contractor may subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder. In the event 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. Contractor shall be responsible for compliance by any person or persons to whom such responsibilities or obligations are sublet, assigned or delegated under this Agreement and Contractor shall be held liable for any such person or persons not following the provisions of this Agreement. IMPO 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 IMPO, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules, regulations and ordinances of IMPO, and all other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality.
- 5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from IMPO during the performance of its services is confidential and may not, without prior written consent of IMPO, be disclosed to a person not in IMPO'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 IMPO. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly

authorized subpoena or court order whereupon Contractor shall provide notice to IMPO 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, IMPO that is required to be kept confidential by IMPO pursuant to Indiana law except as contemplated by Section 5.04.1, above.

5.04.3 Contractor acknowledges that IMPO will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein shall not be considered an act of IMPO.

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 IMPO or any other authorized representative of IMPO. Copies thereof, if requested, shall be furnished at no cost to IMPO.

5.06 Ownership.

5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with IMPO, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of IMPO. At IMPO's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in IMPO. Without the prior written consent of IMPO, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. IMPO shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and IMPO 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. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability,
product/completed operations

Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00

(Other than Products Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
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B. Auto Liability	\$1,000,000.00	(combined single limit) (owned, hired & non-owned)
C. Excess/Umbrella Liability	\$1,000,000.00	(each occurrence and aggregate)
D. Worker's Compensation	Statutory	
E. Employer's Liability		
Bodily Injury Accident	\$100,000.00	each accident
Bodily Injury by Disease	\$100,000.00	each employee
Bodily Injury by Disease	\$500,000.00	policy limit

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

5.07.1 Certificates of Insurance, naming the Indianapolis Metropolitan Planning Organization as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with IMPO prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to IMPO. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the IMPO.

5.07.2 With the prior approval of IMPO, 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.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

-OR-

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

5.08 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

employed by it, or if it replaces a project manager without the prior written consent of the IMPO, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then IMPO may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days' written notice of IMPO's intent to terminate, and (2) an opportunity for consultation with IMPO 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 IMPO 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 IMPO for IMPO's convenience; provided that Contractor is given (1) not less than ten (10) calendar days' written notice of intent to terminate and (2) an opportunity for consultation with IMPO prior to termination. If IMPO terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of notice of termination for default or for IMPO's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to IMPO all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of IMPO. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by IMPO are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IMPO 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. IMPO 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. Contractor agrees to indemnify, defend, and hold harmless IMPO and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the

extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

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

- 5.11 IMPO Premises/Facility. Contractor agrees to take all action necessary while on IMPO's premises to ensure that anyone performing work under this Agreement, shall not jeopardize, injure, threaten or in any way compromise the health, safety and/or well being of the person at IMPO's facility, including, but not limited to its employees. In addition thereto, Contractor agrees to adhere to any and all applicable safety and procedure policies in place and used at IMPO's facility. Contractor further agrees that any property situated on IMPO's premises and owned by IMPO, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by IMPO personnel at any time with or without notice.
- 5.12 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:

To IMPO:

Indianapolis Metropolitan
Planning Organization

[INSERT ADDRESS]

Attn: Executive Director

[INSERT PHONE NUMBER]

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

such costs. IMPO may withhold payments on disputed items pending resolution of the dispute.

- 5.14 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Contractor agrees to comply with the Title VI of the Civil Rights Act assurances in Attachment C, attached hereto and incorporated into this Agreement. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.15 Conflict of Interest. Contractor certifies and warrants to IMPO that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with IMPO.
- 5.16 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty IMPO shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.17 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.18 Applicable Laws; Forum.
- 5.18.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be

reviewed by IMPO and Contractor to determine whether the provisions of the Agreement require formal modification.

5.18.2 This Agreement shall be construed in accordance with the laws of the State of Indiana. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Marion County, Indiana for any lawsuit filed there against Contractor by IMPO arising from or related to this Agreement.

5.19 Waiver. IMPO'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 IMPO's rights or remedies.

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

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

5.22 Successors and Assigns. IMPO 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 IMPO. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of IMPO.

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

5.24 Debarment and Suspension.

5.24.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

- 5.24.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.24.3 Contractor shall provide immediate written notice to IMPO if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.24.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.25 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.25.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.25, IMPO shall require Contractor to remedy the violation not later than thirty (30) days after IMPO notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, IMPO shall terminate the contract for breach of contract.
- If IMPO terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to IMPO for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.25.2 If Contractor employs or contracts with an unauthorized alien but IMPO determines that terminating the contract would be detrimental to the public interest or public property, IMPO may allow the contract to remain in effect until IMPO procures a new contractor.
- 5.25.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If

Contractor determines that a subcontractor is in violation of this Section 5.25, Contractor may terminate its contract with the subcontractor for such violation.

5.25.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with IMPO prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with IMPO.

- 5.26 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to IMPO. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, IMPO may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.
- 5.27 Electronic Signature. Contractor and IMPO agree to signature both in counterparts and by facsimile.
- 5.28 Method of Payment. Contractor shall submit invoices and accept invoice payments as prescribed by IMPO in its sole option and discretion. All invoices shall be submitted via the IMPO invoice portal. IMPO will not be responsible for any card fees or other bank charges incurred by the Contractor.
- 5.29 Additional Information upon Request. The Contractor shall, upon request of IMPO, make available its policies, practices and standards for the hiring of applicants, except as prohibited under IC 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 IMPO 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 IMPO, IMPO may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether the Contractor had any adverse determinations rendered against the Contractor within the preceding three (3) years.

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

XXXXXXXXXX ("Contractor")

By: _____ Date: _____

Printed: _____

Title: _____

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION ("IMPO")

By: _____ Date: _____

XXXXXX, XXXXXX

ATTACHMENT C: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Indianapolis Metropolitan Planning Organization** (hereinafter "IMPO") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

ATTACHMENT D: PRICING

ATTACHMENT E: TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by IMPO or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to IMPO, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, IMPO shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as IMPO or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request IMPO to enter into such litigation to protect the interests of IMPO, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AFFIDAVIT

E-Verify. Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with IMPO is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the IMPO, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important- Notary Signature and Seal Required in the space below if DocuSign is NOT used

STATE OF _____ SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20____

My commission expires _____ (Signed) _____

Residing in _____ County, State of _____

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