



Request for Proposals
GIS Database Optimization & Enterprise Upgrades

DEADLINE FOR PROPOSAL SUBMISSION:

Monday, June 15, 2026, 9:00 a.m.

RFP Point of Contact:

Mae Hope, Plan Director

574-971-4579

mhope@elkhartcounty.com

Department of Planning & Development

Any individual or entity responding to this RFP is considered the “Proposer.” Proposer represents that it has carefully read the terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by them.

OWNER:

Elkhart County, Indiana (the “County”)
c/o Elkhart County Department of Planning and Development
Elkhart County Administrative Office Building
117 North Second Street
Goshen, IN 46526

PROJECT: GIS Database Optimization & Enterprise Upgrades

OWNER CONTACT PERSON:

Apart from the proposal submission itself, all communications with respect to this RFP must be in writing through the Elkhart County Plan Director: Mae Hope at mhope@elkhartcounty.com.

NOTICE OF INTENT TO SUBMIT:

In order to receive a copy of any future addenda hereto or clarification of this RFP, any party interested in submitting a proposal in response to this RFP should notify the Elkhart County Plan Director, Mae Hope, at mhope@elkhartcounty.com, of their interest.

DELIVER PROPOSAL TO:

Elkhart County Commissioners’ Office
117 N. Second Street
Goshen, IN 46526

With a notice of submittal via email to:

Elkhart County Plan Director
Mae Hope
mhope@elkhartcounty.com

PROPOSAL DUE DATE AND TIME:

Proposals must be submitted no later than:

Date: June 12, 2026
Time: 9:00 A.M. Eastern Daylight Savings Time

All proposals must be submitted pursuant to the instructions below. It is the Proposer’s sole responsibility to ensure that the proposal is delivered in the manner required in this RFP by the Due Date and Time. The County has the right to reject any proposals not properly delivered. The County further reserves the right to accept or reject any or all proposals and to waive informalities or irregularities in the RFP and selection process. Withdrawal of proposals will be allowed only in those cases in which a written request to withdraw a proposal is received by the Elkhart County Plan Director prior to the date and hour for receiving and opening proposals. In such cases, the same will be returned to Proposer unopened.

Table of Contents

- I. Introduction
 - General
 - Project Request
 - Purpose
 - Background

- II. Scope of Work
 - 1. Database Management
 - 2. Parcel Fabric Management
 - 3. Data Exchange
 - 4. Enterprise Updates

- III. Project Timeline & Important Dates
 - Timeline
 - Pre-Proposal Meeting

- IV. Proposal Submission Requirements
 - Proposal Submittal Information
 - Submission Guidelines
 - Evaluation Criteria

- Attached Documents
 - Submission Cover Sheet
 - Exhibit 1: Independent Contractor Agreement and Task Order
 - Exhibit 2: Non-Collusion Affidavit

I. Introduction

GENERAL:

Proposers must submit their proposals pursuant to the schedule and process set forth in this RFP. This RFP is not an offer to enter into a Contract but is a solicitation of entities interested in fulfilling the County's needs and requirements for the Project.

The County will identify the Proposer submitting the proposal that earns the Acceptable-Best Value Offer, determined under the RFP evaluation factors, and may enter into negotiation, before procuring the executed Contract.

The County is exempt from the payment of federal excise and transportation taxes levied under the provision of the Internal Revenue Code. The County is also exempt from the Indiana State Gross Retail Tax (sales tax). The County will furnish the successful Proposer with any certificate of exemption required.

The County assumes no responsibility for conclusions or interpretations made by the Proposer based on the information provided by the County. Oral statements made by the County's representatives are not binding on the County unless the County confirms the statements by written Addendum to the RFP. In the event of a conflict between codes, industry standards, or this RFP, including the supporting documents, the most stringent requirements will apply, and Proposers must submit their proposals based on the most stringent requirements.

PROJECT REQUEST:

The county is seeking a qualified Geographic Information System (GIS) Engineer and Database Management team with expertise in Environmental Systems Research Institute (ESRI) and related third-party software used in shared government databases. The County has four main goals related to its existing GIS infrastructure:

1. GIS Database Management
2. Parcel Fabric Management
3. Data Pipeline Processes Identified, Rebuilt, and Documented
4. ArcGIS Enterprise Upgrades

PURPOSE:

Identify challenges within the Elkhart County GIS database and data exchanges with third-party software, provide solutions, and include all relevant documentation. Develop default versions of updated data on all Elkhart County systems related to GIS. Modify Parcel Fabric to meet the County staff needs. Identify and provide new processes for data pipelines. Complete Enterprise updates for 2026.

BACKGROUND:

The County consists of 463.2 square miles and has a total population of approximately 207,000 people. The County encompasses 3 cities and 4 smaller municipalities.

Elkhart County's GIS system houses approximately 88,500 parcels and affiliated data on 10 servers.

The related GIS data serves the County government departments, such as Planning and Development, Auditor's Office, Assessor's Office, Treasurer's Office, Highway Department, and Emergency Management. The County has begun integration with ArcGIS Enterprise, but seeks complete integration as part of this overall project.

On all project deliverables, the Plan Director and GIS Coordinator will review deliverables to ensure they meet staff expectations and the County's GIS needs. Both must accept proposed solutions and have the right to reject, and the consultant will provide a revised solution that meets the County's standards.

II. Scope of Work

1. **Database Management**

- 1.1 **Tasks.** The consultant should establish referential integrity and schema alignment through the following tasks:
 - 1.1.1 Identify and provide documentation of cross-layer dependencies;
 - 1.1.2 Identify problematic legacy or orphaned tables and provide documentation of their removal;
 - 1.1.3 Identify improper relationship class configurations and provide documentation of their removal;
 - 1.1.4 Review and then propose, through written documentation, realignment of logical rules and schema standardization;
 - 1.1.5 Review attributes for completeness and consistency, and document any irregularities and provide solutions; and
 - 1.1.6 Ensure the database is set up for future consumption by third-party applications.
- 1.2 **Deliverables.** As a result, the consultant should produce the following deliverables:
 - 1.2.1 A fully developed default version of updated data hosted on all systems;
 - 1.2.2 Updated schema for the entire Elkhart County GIS Database; and
 - 1.2.3 Schema documentation of pipelines, integrations, authoritative data sourcing, and other data relationships.

2. **Parcel Fabric Management**

- 2.1 **Tasks.** The consultant should work with the GIS Coordinator to revise parcel fabric data to meet current Enterprise standards and the County staff requirements in the following ways:
 - 2.1.1 Identify unnecessary layers within Parcel Fabric and isolate the three primary layers;
 - 2.1.3 Identify within Parcel Fabric polygon inconsistencies or inaccuracies and provide recommendations;
 - 2.1.4 Present findings to GIS Coordinator for review and validation; and
 - 2.1.5 Propose a new format for Parcel Fabric/Layers in line with Enterprise.
- 2.2 **Deliverables.** As a result, the consultant should produce the following deliverables:
 - 2.2.1 A new Parcel Fabric with only 3 primary layers (Parcels, Subdivisions, Zoning);
 - 2.2.2 Improved structure and schemas for layers/data that interact with Parcel Fabric;
 - 2.2.3 Documentation of new Parcel Fabric and layer interactions; and

2.2.4 Summary of legacy Parcel Fabric data points or layers that were removed.

3. Data Pipelines

3.1 Tasks. Consultants should work with multiple County departments that utilize GIS with third-party software within legacy scripting processes in the following ways:

- 3.1.1 Discover how scripting is currently used for map and letter generation within the Planning & Development department;
- 3.1.2 Identify how scripting is being used currently across multiple departments and propose solutions to support multiple departments' tasks; and
- 3.1.3 Collaborate with the County GIS Coordinator on developing best practices for data pipelines.

3.2 Deliverables. As a result, the consultant should produce the following deliverables:

- 3.2.1 Newly produced pipelines processes for map/letter generation for the Planning & Development department;
- 3.2.2 Best practice data management solutions for data pipelines between the County systems to replace all existing scripting processes, which include error handling, data cleansing, and notifications; and
- 3.2.3 Documentation of data pipelines processes, including standard operating procedures and troubleshooting.

4. Enterprise Updates

4.1 Tasks. Consultants should, under GIS Coordinator supervision, upload new authoritative data as approved by the GIS Coordinator to the Enterprise platform.

- 4.1.1 Inform County personnel on ArcGIS Enterprise 2026 changes;
- 4.1.2 Ensure that all new implementations meet ArcGIS Enterprise 2026 standards; and
- 4.1.3 Ensure that data and third-party connections integrate appropriately in Enterprise Updates.

4.2 Deliverables. As a result, the consultant should produce the following deliverables:

- 4.2.1 The new ArcGIS Pro Parcel Fabric, completed and uploaded;
- 4.2.2 Comprehensive documentation of layers, attributes, and subtypes as they exist in the Enterprise system; and
- 4.2.3 Standard Operating Procedures relevant to Enterprise management and operation.

III. Project Timeline & Important Dates

Milestone	Date
Release Request for Proposal	May 11, 2026
Pre-Proposal Meeting	May 22, 2026
Deadline for Questions (3:30pm)	May 22, 2026
Addendum with Response to Questions Provided	May 29, 2026
Proposals Due	June 15, 2026
Proposal Review/Finalist Interviews	June 15, 2026 through July 10, 2026
Recommendation Presented for Award to a Proposer or Rejection of all Proposals	July 20, 2026
Contract Approval	July 20, 2026
Project Kick Off	July 27, 2026
Phase 1: Discovery Phase Substantial Completion Deadline	September 30, 2026
Mid-Process Review	November 15, 2027
Phase 2: Project Phase Substantial Completion Deadline	February 17, 2027
Complete Project Final Completion Deadline	March 1, 2027

Proposer Questions & Pre-Proposal Meeting

Proposers are reminded to carefully examine this RFP upon receipt. A written request may be made to Mae Hope, Plan Director, at mhope@elkhartcounty.com, 574-971-4579, for interpretation or clarification of any of the RFP materials. Any questions may be submitted in writing no later than 3:30 p.m. (EDT) on Friday, May 22, 2026. Questions received after that time will not be considered.

Preproposal meeting will be held at 10:00 a.m. (EDT) on Friday, May 22, 2026.

Please email Mae Hope, Plan Director, at mhope@elkhartcounty.com for further information related to the meeting.

IV. Proposal Submission Requirements

Proposal Submittal Information

Three (3) copies of the proposal must (A) be signed, (B) include the “Submission Cover Sheet” found at the end of this document, (C) be sealed, before submitting to:

*ATTN: Plan Director
Elkhart County Commissioners’ Office
117 N. Second Street, Goshen, IN 46526.*

AN EMAILED NOTICE OF PROPOSAL SUBMITTAL (NOT A COPY OF THE PROPOSAL) SHOULD BE SENT TO: mhope@elkhartcounty.com

All proposals must be submitted and received in a sealed envelope clearly marked. “Proposal for Elkhart County Planning Department – GIS” no later than 9:00 a.m. (EDT) on Monday, June 15, 2026. Also include on the outside of the envelope the name and address of the submitter(s). A non-collusion affidavit must be executed and provided with the proposal. The non-collusion affidavit must be in the form as attached hereto as Exhibit 2. It is the sole responsibility of the submitter to see that the proposal is received at the designated date and time. Proposals will be publicly opened and received for staff review and recommendation at the Elkhart County Commissioners’ Meeting that begins at 9:00 a.m. (EDT) on Monday, June 15, 2026, at the Elkhart County Administration Building, 117 N. Second Street, Goshen.

Proposer must respond to the RFP by submitting all data required herein for proposals to be evaluated and considered for award. Failure to submit such data will be deemed sufficient cause for disqualification. Proposer is solely responsible for ensuring timely, actual, and full receipt of the RFP proposal.

Any proposal received after the designated time may be rejected and returned unopened. The County reserves the right to solicit, at a later date, an amendment to any proposal received.

No proposals can be withdrawn after the specified time fixed for opening. Negligence on the part of any submitter in preparing the proposal confers no right to withdraw the proposal.

Proposal Life

All proposals made in response to this Request for Proposals must remain in effect for a period of at least 60 days after the proposals are opened. Any proposal accepted by the County for the purpose of contract negotiations will remain valid until superseded by a contract or until rejected by the County.

Taxes

The County is exempt from all federal, state and local taxes, and will not be responsible for any taxes levied on the responders as a result of any contract awarded.

Award of Contract

Award of contract is subject to the right that is reserved by the County to award only Phase 1 of the project and reject all proposals as to Phase 2, reject any or all proposals in their entirety, or any items thereof, and to waive informalities or irregularities in its sole discretion. The County also reserves the right to award the proposal that is in the best interest of the County with or without further negotiations. If the awarded recipient already has an Independent Contractor Agreement with the County that incorporates the Standard Contractual Language adopted by Elkhart County Ordinance No. CO-2025-43, then in lieu of executing a new Independent Contractor Agreement, the Task Order included in Exhibit 1 may be used and incorporate the terms of the prior Independent Contractor Agreement. If the awarded recipient does not already have an Independent Contractor Agreement with the County that incorporates the Standard Contractual Language adopted by Elkhart County Ordinance No. CO-2025-43, then the Independent Contractor Agreement and Task Order included in Exhibit 1 will be used to award the project. The only element of the Independent Contractor Agreement and Task Order that may be reviewed for adjustment based upon a specific proposal submitted is the minimum insurance coverage limits found in Exhibit C of the Independent Contractor Agreement. Any proposed adjustment should be identified in the proposal at the time it is submitted.

Evaluation

All proposals will be evaluated by the County. Proposals will be evaluated for their compliance with state law and with the specifications. The proposals will be scored using the following criteria:

Cost - 25%

Experience and Reliability - 35%

Expertise of Personnel - 25%

Method of Performance - 15%

This scoring will determine the ranking of Proposers based upon their written proposals. If the Plan Director determines that it is in the best interest of the County to require oral presentations, the highest-ranking Proposers will be invited to make such presentations before a final decision is reached.

County Obligations

The County will not be liable for any costs incurred by the respective responders in submitting a proposal or in anticipation of being awarded a contract. It is understood that proposals will become part of the County's official files and will be open to public inspection. Retention of these proposals does not obligate the County to any action. The County also reserves the right to reject any or all proposals,

or any items thereof. The County will make the sole determination when applying the evaluation criteria to determine what best serves the interest of the County.

Submission Guidelines

The following material is required to be received in a sealed envelope no later than 9:00 a.m. (EDT) on June 15, 2026, for a Proposer to be considered:

1. **Submission Cover Sheet** – a form attached at the end of this document, showing the request for proposals’ subject; the Proposer’s name; the name, address, and telephone number of the contact person; the date of the proposal; a cost summary for the project.
2. **Table of Contents Transmittal Letter** – a signed letter of transmittal briefly stating the Proposer’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the Proposer believes itself to be best qualified to perform the engagement.
3. **Detailed Technical Proposal** – The Technical Proposal should include four sections:
 - 3.1 Approach to Scope of Work;
 - 3.2 Proposer’s Supervisory and Staff Qualifications and Experience;
 - 3.3 Similar Engagements with Other Government Entities; and
 - 3.4 Identification of Anticipated Potential Problems.

3.1 Approach to Scope of Work

The Proposer may break up tasks however they would like, but must reasonably address all items mentioned in the “Scope of Work” section of this document. The two Phases that must be represented are outlined below:

Phase 1: Discovery Phase

The purpose of the Discovery Phase is to confirm the scope for the Project Phase. The Proposer may determine which of the tasks listed in the scope will appear as part of their Discovery Phase, and which tasks will be part of their Project Phase. At the end of the Discovery Phase, an updated scope of work and fee schedule for the “Project Phase” is to be provided as a separate Task Order, in the same form and structure as the Task Order attached as Exhibit 1, to be agreed upon by both parties. The fees for the Project Phase may not exceed the highest cost for Phase 2 identified on Proposers proposal, unless the parties agree that a substantive change in the scope of services for the Project Phase has occurred since issuing this RFP.

Phase 2: Project Phase

The Project Phase is when changes are implemented, and most deliverables are being created. Investigation may still happen in the Project Phase, but a deeper level of investigation is needed to produce end-goal deliverables and standard operating procedures.

3.2 Proposer’s Supervisory and Staff Qualifications and Experience

The Proposer should outline their team structure with names, titles, and affiliations. When introducing the Proposer’s project team, they should be sure to show the key experience of team members that meets the needs of the project. Showing experience and knowledge of Enterprise systems and updates, as well as experience with local government servers, and management of Paraview Data (PVD) will be key to demonstrating your team’s availability to take on the project. Provide a list of certifications, Assessments, and Compliance (i.e., SOC2 Type2, ISO 27001, etc.).

3.3 Similar Engagements with Other Government Entities

Proposers should highlight past projects with similar government entities that their team has completed. The number of government and non-government projects completed similar to this engagement. The Proposer should outline the objectives, challenges, accomplishments, costs, and timelines of similar or comparable projects in a 2 to 5 page project summary. References for this section are appreciated but not required.

3.4 Identification of Anticipated Potential Problems

The goal for hiring an external consultant is to overcome challenges within the existing GIS database. From the scope of work provided and questions answered in the Pre-Proposal Meeting and Addendum with Response to Questions Provided, the Proposer should be able to identify potential issues that the project may run into. The Proposer should anticipate those problems and include pivoting as part of a project schedule and in identifying their highest cost for each Phase of the project.

4. Cost Proposal – *Costs should be shown broken down according to Phase and task items. A Fee schedule showing the rate of work for various level employees and other fees must also be included. Please contact us if an example is required.*

When projecting costs for the phases, Phase 1 should include a set minimum of hours the consultant anticipates will be needed for discovery. For Phase 2, the consultant should include a “high” and “low” column to compare likely costs and hours spent if the project is more or less rigorous than previously anticipated, before personally viewing the data system needs through the Discovery Phase. Proposals will be judged on the “high” costs for Phase 2, but will take into consideration the likely alignment of the “low” costs when reviewing proposals.

5. **Signature Page** – *this Signature Page on page 13 of this RFP must be signed and submitted with the information above to attest to the accuracy of the information submitted. The individual signing the page must have the authority to represent the Proposer relative to the engagement.* By signing below, I hereby certify that I have authority to execute this proposal on behalf of the designated Proposer and that I have reviewed and understand and agree to be bound by the Request for Proposal documents and Specifications for this proposal. Failure of the Proposer to take these actions will not relieve it of responsibility for properly estimating the difficulty and cost of successfully completing the work, or for proceeding to successfully complete the work without additional cost to the County. The Proposer will determine the methods, materials, labor, and equipment required to perform the completed work and must reflect all costs in their fees set forth in the proposal. Once submitted, I understand this proposal may only be withdrawn as permitted by the Request for Proposal documents and may not be withdrawn after the date and hour for receiving and opening proposals.

Proposer (Entity)

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Elkhart County Request for Proposals

GIS Database Optimization & Enterprise Upgrades

Submission Cover Sheet

DATE:

Business Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Mailing Address: _____

Highest Cost for Phase 1

Not to Exceed Amount: \$ _____

Lowest Cost for Phase 2

Not to Exceed Amount: \$ _____

Highest Cost for Phase 2

Not to Exceed Amount: \$ _____

Full Proposal Cost for

Phase 1 + Phase 2 (Highest Cost) \$ _____

Please submit 3 copies of the proposal to the Elkhart County Commissioners Office located at 117 N. Second Street, Goshen IN by **9:00 a.m. June 15, 2026**, to be opened during the Elkhart County Commissioners public meeting beginning at 9:00 a.m. on June 15, 2026.

Please email notice of proposal submission (not a copy of the proposal) to mhope@elkhartcounty.com.

EXHIBIT 1
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into effective _____, by and between County of Elkhart, Indiana by and through the Elkhart County _____ (“Elkhart County”) and _____ a(n) _____ (“Contractor”). Elkhart County and Contractor are collectively referred to as the “Parties.”

1. The Parties agree that the Standard Contractual Language adopted by Elkhart County Ordinance No. CO 2025-43, currently located at https://elkhartcounty.com/documents/12240/co_2025-43_standard_contractual_language_ordinance_-_exhibit_a.pdf, is incorporated by reference herein and made a part of this Agreement.
2. Contractor will perform the services and deliver the products shown on the scope of work attached as Exhibit A.
3. The Parties agree to the term of this Agreement, fees and expenses to be paid, and the schedule for performance attached as Exhibit B.
4. Contractor will comply with the insurance requirements attached as Exhibit C.
5. The addresses for sending notice to the Parties are attached as Exhibit D.
6. The supplemental terms agreed to by the Parties are attached as Exhibit E.

The Parties are executing this Agreement with the undersigned signatories of Elkhart County and Contractor each certifying that they have been and are properly authorized on behalf of their respective Party to execute and deliver this Agreement.

ELKHART COUNTY

CONTRACTOR

Bradley D. Rogers, President
Elkhart County Board of Commissioners

Exhibit A
Scope of Work

Contractor will perform professional services and program support for Elkhart County (“Services”). Such Services will be performed to assist various Elkhart County departments and offices (collectively “Departments”) with their day-to-day operations and specific tasks. The scope of work to be performed by Contractor for each assignment will be detailed on a task order request form presented by Elkhart County Departments (“Task Order”). Contractor is not to perform, or bill for the performance of, any Services or associated goods (“Products”) not specifically requested on a Task Order submitted by Elkhart County. To the extent Contractor believes additional Services should be performed or Products delivered in connection with a Task Order, Contractor must obtain a written Task Order amendment or change order before performing such Services or delivering such Products. The County Administrator and other designated Elkhart County Purchasing Agents (“Authorized Agent”) have authority to submit a Task Order on behalf of Elkhart County to Contractor. The Elkhart County Administrator, currently Jeff Taylor, will send Contractor an email to _____ at _____ or to their designee at such email as provided by Contractor when identifying any additions or changes to the Authorized Agent list. When performing Services for Elkhart County, Contractor will advise the Authorized Agent of all steps necessary to follow any applicable permit requirements. Contractor acknowledges that it must comply with all Elkhart County policies and procedures while on Elkhart County property or while accessing Elkhart County property, including those policies and procedures associated with information technology security measures. Contractor will, upon request of Elkhart County, attend meetings to discuss its work under any Task Order and any findings or conclusions reached.

Exhibit B
Term of Agreement

This Agreement will be in effect commencing on _____. This Agreement will remain in effect through _____, and then will automatically renew, unless earlier terminated according to the Standard Contractual Language, for successive one-year terms. The term of any given Task Order may be separately established on the Task Order. This Agreement will automatically extend to the duration of any outstanding Task Order.

Fee Schedule

Contractor's fees for specific Services or Products will be established on each Task Order requested by Elkhart County. The total amount of all fees and expenses owed under a given Task Order must not exceed the total amount set forth in the Task Order without prior written approval from Elkhart County.

Schedule for Performance

Contractor will begin work immediately upon issuance of the first Task Order by Elkhart County pursuant to this Agreement. Each Task Order should establish a schedule for performance that identifies the start date and completion date for all Services to be performed under the Task Order. Similarly, each Task Order should establish a schedule for delivery that identifies the specific date of delivery, assembly, and/or installation of any Products purchased under the Task Order. Contractor agrees to perform such Services and deliver such Products according to the identified schedules.

Exhibit C
Insurance Requirements

For and during the term of this Agreement, Contractor will secure and maintain at its own expense insurance of the type and in the minimum amounts set forth below:

1. **Workers Compensation.** Workers compensation insurance in accordance with all federal and state statutory requirements.
2. **Commercial General Liability.** Commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, subject to an amount not less than \$2,000,000.00 aggregate limit covering bodily injury (including death), personal injury, property damage including, without limitation, all contractual liability for such injury or damage assumed by Contractor under this Agreement (this policy must cover, but is not limited to, liability arising from premises and operations, independent contractors, Products/completed operations, personal and advertising injury, and blanket contractual liability).
3. **Umbrella.** Umbrella liability insurance with respect to commercial general liability in an amount not less than \$5,000,000.00 per occurrence.
4. **Crime.** Blanket crime coverage including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material, and other property of Elkhart County caused by theft or forgery by identifiable employees of Contractor acting alone or in collusion with others, in an amount not less than \$500,000.00.
5. **Cyber and Fraud.** Other insurance in an amount not less than \$5,000,000.00 that covers liabilities, damages, claims, and other expenses Elkhart County may incur or be responsible for related to cyber related matters (e.g., computer fraud, data breach response, electronic data restoration, fund transfer fraud, social engineering fraud, extortion and ransomware, cyber insurance).
6. **Errors and Omissions.** Professional errors and omissions liability insurance appropriate to Contractor's business ventures with coverage for professional errors, acts, or omissions arising out of the scope of Services set forth in this Agreement, including professional obligations arising from the Agreement, in an amount not less than \$5,000,000.00 per occurrence.
7. **Vehicle Liability Insurance.** Comprehensive Vehicle Liability Insurance with liability limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. This coverage may be provided either as a separate policy or as part of the Comprehensive General Liability Policy described previously. The vehicle insurance must include coverage for all owned, non-owned and hired vehicles.

Elkhart County, its elected officials, officers, directors, employees, agents, and departments must be named as additional insureds on the commercial general liability policy and, except for the Workers

Compensation and Errors and Omissions policies, other policies identified above. Upon request from Elkhart County, Contractor will furnish certificates of insurance evidencing any of the foregoing coverage and confirming Elkhart County is listed as an additional insured, as applicable.

Exhibit D
Notice Addresses

ELKHART COUNTY: Elkhart County Commissioners
Attn: County Administrator
117 N. Second St.
Goshen, IN 46526
574.534.3541

With a required copy to: Yoder Ainlay Ulmer & Buckingham, LLP
Attn: County Attorney
130 N. Main St.
Goshen, IN 46526
574.533.1171

CONTRACTOR: _____

Phone numbers included above for overnight delivery only.

Exhibit E
Supplemental Terms

A Task Order may contain Supplemental Terms that are specific to the Task Order so long as they do not conflict with or limit the rights (including remedies) and protections given to Elkhart County under the Standard Contractual Language incorporated into this Independent Contractor Agreement. The Parties agree that, in alignment with the Contractual Protections adopted by Elkhart County Ordinance No. CO 2026-14, currently located at https://elkhartcounty.com/documents/12945/CO_2026-14_Ordinance_Establishing_Contractual_Protections_for_County_Contracts.pdf, if any Task Order contains a Contractor Limitation of Liability Provision, such provision is void ab initio, and the remainder of the Task Order is in full force and effect.

Task Order

Effective Date of Task Order: _____

Requesting Party: County of Elkhart, Indiana by and through the Elkhart County Board of Commissioners.

Contractor: _____

Project: GIS Database Optimization and Enterprise Upgrades

Original Contract: Independent Contractor Agreement dated

This Task Order is subject to the Original Contract, which is activated for Contractor to perform the Services and deliver the Products described in this Task Order.

Attachments (list of documents, if any, supporting Task Order:

1. The Scope of Work for this Task Order is attached as Exhibit A.
2. The Fees and Schedule of Performance for this Task Order are attached as Exhibit B.
3. The Supplemental Terms applicable to this Task Order are attached as Exhibit C.

REQUESTED:
COUNTY OF ELKHART, INDIANA

ACCEPTED:
[INSERT CONTRACTOR NAME]

Bradley D. Rogers, President
Elkhart County Board of Commissioners

[INSERT SIGNATORY], [INSERT TITLE]

Exhibit A
Scope of Work

Contractor will provide the Products and Services related to this project as set forth in the Contract Documents (see definition in Exhibit C). All such Contract Documents have been reviewed and approved by the parties hereto and all are incorporated herein by reference as a part of this Task Order consistent with the terms of the Original Contract and this Task Order. Contractor will, upon request of Elkhart County, attend meetings to discuss the Services to be performed. All undertakings, duties, obligations, and performance required of Contractor by the Contract Documents or hereinafter referred to as the "Work."

Exhibit B

Fees

The total for all charges under this Task Order will not exceed \$_____ (This amount may not exceed the amount identified on Contractor's proposal / proposal response) ("Contract Price").

Performance Schedule

All work to be performed under this Task Order must be completed pursuant to the substantial completion and final completion dates established in the Contract Documents, including any intermediate substantial and final completion dates specified for one or more of the items, phases, or milestones contained therein.

Exhibit C
Supplemental Terms

1. Contractor Representations. Contractor makes the following representations with respect to the contract documents, which include the ICA, this Task Order, Request for Proposals, insurance policies and certificates (as required), addendums, and any change orders (“Contract Documents”):

a. Contractor agrees that it has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions, and laws and regulations that in any manner may affect cost, progress, performance or furnishings of Products or Services for this project.

b. Contractor has studied carefully all supporting documentation identified in the Contract Documents

c. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all materials which pertain to the database conditions or otherwise may affect the cost, progress, performance, or furnishing of the Products or Services for this project as Contractor considers necessary for the performance of or furnishing of the Products or Services for this project at the Contract Price, within the Performance Schedule, and in accordance with the other terms and conditions of the Contract Documents.

d. Contractor has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing database and assumes responsibility for the accurate modifications to said database.

2. Additional Contractor Representations. Contractor represents to Elkhart County that it is fully experienced and properly qualified as an expert to render the performance required for the Work, and that it is properly equipped, organized, and financed for performance of this Task Order.

3. Project Oversight. Contractor will carry out this project and complete the Work under the direction of Elkhart County and Elkhart County’s agents, the Engineer, or other consultant designated by Elkhart County. Elkhart County’s designated representative during the development period must be allowed to review database updates at intervals appropriate to the various stages of development to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

4. Substantial Completion Liquidated Damages. For each and every day Work contemplated in this Task Order fails to achieve substantial completion of the given task (e.g., item, phase, milestone or project as whole), beyond the substantial completion date established for the task, Contractor will owe and pay to Elkhart County the sum of \$100.00 per day, as liquidated damages and not as a penalty. In establishing said \$100.00 sum per day as and for liquidated damages owed by Contractor to Elkhart County, the parties hereto stipulate and agree that the actual damages that would be suffered by Elkhart County because of the failure of Contractor to timely

complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein establishes a reasonable estimate by the parties of the probable damages to be suffered by Elkhart County upon the failure of Contractor to timely complete the Work contemplated. The liquidated damages herein established will be deducted daily from the Contract Price set forth in Exhibit B, thereby reducing the amount of liquidated damages owed directly from Contractor, and hence reducing payments of the Contract Price Elkhart County would otherwise make. If an intermediate substantial completion date is specified for one or more of the items, phases, or milestones, the intermediate substantial completion date for that particular item, phase, or milestone will be used to determine the amount of liquidated damages.

5. Final Completion Liquidated Damages. For each and every day Work contemplated in this Task Order fails to achieve final completion of the given task (e.g., item, phase, milestone or project as whole), beyond the final completion date established for the task, Contractor will owe and pay to Elkhart County the sum of \$100.00 per day, as liquidated damages and not as a penalty. In establishing said \$100.00 sum per day as and for liquidated damages owed by Contractor to Elkhart County, the parties hereto stipulate and agree that the actual damages that would be suffered by Elkhart County because of the failure of Contractor to timely complete the Work contemplated are indefinite and uncertain; however, the parties hereto stipulate that the sum herein establishes a reasonable estimate by the parties of the probable damages to be suffered by Elkhart County upon the failure of Contractor to timely complete the Work contemplated. The liquidated damages herein established will be deducted daily from the Contract Price set forth in Exhibit B, thereby reducing the amount of liquidated damages owed directly from Contractor, and hence reducing payments of the Contract Price Elkhart County would otherwise make. If an intermediate final completion date is specified for one or more of the items, phases, or milestones, the intermediate final completion date for that particular item, phase, or milestone will be used to determine the amount of liquidated damages.

6. Labor and Material Verification. After all work for the Task Order has been accepted by Elkhart County, Contractor must furnish to Elkhart County a statement, executed under the penalties of perjury, that all expenses incurred for labor and material have been paid in full, except such expenditures specifically listed on the statement.

