

RFB: ITM0000706

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Due Date: 08/02/2010 Time: 12:00 PM

Purchasing Agent: WENDY THANISCH FAX: 317/327-4493

Mail To:

PURCHASING DIVISION

200 E WASHINGTON ST SUITE 1522

INDIANAPOLIS, IN 46204 3313

For questions regarding specifications contact:

WENDY THANISCH EMAIL: WTHANISC@INDY.GOV

317 327 4641

THIS IS A REQUEST FOR PROPOSALS FOR TAX BILL PREPARATION AND MAILING SERVICES FOR THE MARION COUNTY TREASURER'S OFFICE.

PLEASE DISREGARD THE FOLLOWING ITEMS:

- 1.) THIS BID FORM
- 2.) INSTRUCTIONS TO BIDDERS
- 3.) AFFIDAVIT OF NON-COLLUSION

ALL RELEVANT INFORMATION TO VENDORS WILL BE FOUND IN THE ATTACHED SPECIFICATIONS DOCUMENT.

PLEASE NOTE THE FOLLOWING DEADLINES:

VENDOR QUESTIONS DUE: JULY 14, 2010 AT 12:00 NOON

PROPOSALS DUE: AUGUST 2, 2010 AT 12:00 NOON

THERE WILL BE NO PRE-PROPOSAL CONFERENCE.

Line	Quantity	Unit	Unit Cost	Total Cost
001	1.00	EA	\$	\$
SERVICES REQUIRED FOR THE PREPARATION AND MAILING OF MARION COUNTY PROPERTY TAX BILLS, INDIANA TS-1 COMPARISON STATEMENTS, INFORMATIONAL LETTERS, AND INDIANA HOMESTEAD VERIFICATION FORM TS-1A. IN EARLY SEPTEMBER, 2010, APPROXIMATELY 70,000 STATEMENTS WILL BE PRINTED AND MAILED. IN APRIL, 2011, APPROXIMATELY 360,000 LEGAL-SIZED STATEMENTS AND TS-1'S AND 90,000 LETTER SIZED TS-1A'S WILL BE PRINTED AND MAILED. TRANSFER TAX BILL DATA, PRINT STATEMENTS AS APPROVED, INSERT WITH ALL INSERTS INTO ENEVLOPES, PROCESS AND PRESORT ACCORDING TO USPS STANDARDS USING CERTIFIED SOFTWARE, AND MAIL. SERVICE TO BE PROVIDED IN A SECURE FACILITY, WITH QUALITY CONTROL PER CONTRACT.				
002	1.00	EA	\$	\$

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Line	Quantity	Unit	Unit Cost	Total Cost
SHIPPING FOR TAX STATEMENTS TO BE SHIPPED TO MORTGAGE CO'S AND TAX SERVICES; PLUS OTHER RELATED SHIPPING/HANDLING REQUIRED BY TAX BILLING PROCESS.				
				Grand Total: \$

"U.S. MANUFACTURED PRODUCT PREFERENCE CERTIFICATION"

THIS IS TO CERTIFY UNDER PENALTIES OF PERJURY THAT EACH OF THE BIDDERS AND PRODUCTS, EXCEPT THOSE LISTED BELOW, ARE A U.S. MFG. PRODUCT AS STATED IN IC 5-22-15-21. A PRODUCT IS MANUFACTURED IN THE UNITED STATES, IF THE COST OF ITS COMPONENTS MINED, PRODUCED, OR MANUFACTURED IN THE UNITED STATES EXCEEDS FIFTY (50%) OF THE COST OF ALL ITS COMPONENTS. (IN DETERMINING IF A PRODUCT IS MANUFACTURED IN THE UNITED STATES, ONLY THE PRODUCT AND ITS COMPONENTS SHALL BE CONSIDERED).

*** PLEASE CHECK ONE OF THE FOLLOWING ***

- () U.S. MANUFACTURED PRODUCT PREFERENCE APPLIES.
() U.S. MANUFACTURED PRODUCT PREFERENCE "DOES NOT" APPLY TO THE FOLLOWING PRODUCT(S).

PRODUCT(S)	COUNTRY OF ORIGIN

BY SIGNING ON THIS SIGNATURE LINE,I AM ACKNOWLEDGING THAT I HAVE READ, REVIEWED, UNDERSTAND AND ATTEST TO ALL OF THE INFORMATION INCLUDED IN THIS BID/QUOTE RESPONSE INCLUDING BUT NOT LIMITED TO PRICING SHEET, EXCEPTION SHEET AND THE EXTENSION OF PRICE.

THE UNDERSIGNED AGREES TO FURNISH THE GOODS AND/OR SERVICES (PUBLIC WORK CONSTRUCTION INCLUDED) SET FORTH IN THIS DOCUMENT AT THE PRICING AND TERMS PROVIDED HEREIN AND CONVEYS THAT HE/SHE IS FULLY EMPOWERED TO EXECUTE AND DELIVER THIS DOCUMENT ON BEHALF OF THE COMPANY AND THAT, IF ACCEPTED BY THE CITY/COUNTY, THIS DOCUMENT

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Due Date: 08/02/2010 Time: 12:00 PM

Purchasing Agent: WENDY THANISCH FAX: 317/327-4493

SHALL REPRESENT A LAWFUL AND BINDING OBLIGATION OF THE COMPANY.

Firm Name	_____	Prices Firm Through	_____
Address	_____	Payment Terms	_____
City, State, Zip	_____	Delivery Date ARO	_____
Phone #	_____	Fax #	_____
BY	_____		
		Respresentative (Signature)	

		Typewritten Name of Representative	

INSTRUCTIONS TO BIDDERS – BIDDERS MUST COMPLY WITH ALL INSTRUCTIONS AS OUTLINED

IMMEDIATE CAUSE FOR REJECTION OF BID

- A. Failure to comply with all instructions or to sign all necessary forms including the Request For Bid (RFB) form.
- B. Failure to submit a bid surety completely and correctly executed at the time of bid submission in the correct amount (if required).
- C. Failure to correctly and completely execute the non-collusion affidavit (if required).
- D. Failure to comply with any other mandatory bid requirements.

BONDING REQUIREMENTS

- A. Bidders may be required to provide with a bid, at time of submission, a bid surety in either a flat dollar amount or percentage of bid, as specified. Acceptable forms of bid surety as follows:
 - 1. Bid Bond secured from a bona fide bid surety firm.
 - 2. A Certified Check (or equivalent) if issued by a financial institution insured by an agency of the United States.
 - 3. Other Forms of Bid Surety as specified in a particular bid.All forms of Bid Surety should be made payable to the City of Indianapolis/Marion County. No cash or personal checks accepted. All bid surety will be held until formal award is made by the appropriate governing body and until successful vendor complies with all terms of the award.
- B. Successful bidder may be requested to provide a Performance Bond/Payment Bond in either a flat dollar amount or a percentage of bid as specified, made payable to the City of Indianapolis/Marion County, within ten days after receipt of award letter. Other forms of performance guarantee may be acceptable as specified in a particular bid.

GENERAL CONDITIONS/CONTRACTUAL CLAUSES

- A. The City of Indianapolis and Marion County are exempt from Local, State and Federal Taxes and will not be responsible for any taxes levied on vendor as a result of a bid award.
- B. All terms contained in this document will become part of contract between successful bidder and the City of Indianapolis/Marion County unless bidder takes exception.
- C. The City of Indianapolis and Marion County reserve the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the Invitation to Bid or other documents, or any informality, irregularity or omission in any bid, and to award to one or more bidders.
- D. Bidders may be required to submit City of Indianapolis/Marion County Form #102 (Financial Statement) for non-construction (non-public works) bids, if specified in a particular bid's technical specifications. Bidders may also be required to submit Form #102 for each construction (public works) bid under \$100,000.00, if specified in a particular bid's technical specifications.
- E. Telegraphic/Facsimile bids are not acceptable unless specified.
- F. Manufacturer and/or model number of equipment being bid must be stated.
- G. If not bidding a delivered price to point of destination, shipping charges must be shown as a separate price on the RFB form.
- H. Upon delivery and/or inspection of ordered goods or upon performance of services, should the ordering agency determine that goods/services do not meet specifications, same will not be accepted and shall be returned at vendor's expense.
- I. Reference to brand names, catalogue numbers etc., are made to establish level of quality needed and not for the purpose of limiting competition. It is the vendor's responsibility to show proof that goods being offered are of equal quality to those that were specified.
- J. Formal contracts and/or proof of insurability may be required if applicable to the bid.
- K. The City of Indianapolis/Marion County reserves the right to deny payment to vendors ordering or delivering goods/services without benefit of a verbal or written purchase order number.
- L. Any exceptions to the specifications must be clearly set forth in vendor's bid.
- M. All bidders must comply with Consolidated City of Indianapolis Mayor's Execution Order #1, 1987. The apparent low bidder must submit or have on file form CC-09, which may be obtained from the DEO office. Failure to do so may cause your bid to be rejected. Information pertaining to the DEO Program and/or any questions should be directed to: The Division of Equal Opportunity, 200 E. Washington St., Suite 1501, Indpls., IN 46204, (317) 327-5262.
- N. The Vendor agrees to indemnify and hold harmless Marion County, Indiana, the City of Indianapolis and its officers, agents, officials, and employees for any and all claims, actions, causes of action, judgments, and liens arising out of any negligent act of omission by the Vendor or any of its officers, agents, employees, or subcontractors or any defect in materials or workmanship or any supply, material, mechanism or other product which it or any of its officers, agents, employees, or subcontractors has supplied to the City/County or has used in connection with this Agreement. Such indemnity shall include attorney's fees, 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.
- O. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City/County are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then City/County shall have the right to terminate this agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City/County agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full. This contract may be terminated by either party at City's option, upon 30 days written notice.
- P. No portion of this Agreement shall be sublet, assigned or otherwise disposed of by Vendor except with the written consent of the City/County being first obtained. Consent to sublet, assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve Vendor of any responsibility for the fulfillment of the Agreement.
- Q. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Indiana, and by all Municipal Ordinances and Codes of the Consolidated City of Indianapolis, as the same shall be in full force and effect upon the date this Agreement is executed.
- R. This Agreement represents the entire and integrated Agreement between City/County and Vendor and supersedes all prior negotiations, representations, agreements, and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both City/County and Vendor and attached hereto as an addendum.

AFFIDAVIT OF NON-COLLUSION

THE UNDERSIGNED, HAVING BID FOR _____
in accordance with notice given by the Purchasing Division and the City of Indianapolis and/or Marion
County for such supplies, merchandise, service or contract for and in behalf of himself, or themselves,
being first duly sworn says:

That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or
agreement relative to the price to be bid by any person, or to prevent any bidder, or bidders, from bidding, or
to induce any bidder, or bidders, to refrain from bidding for such supplies, merchandise, service or contract,
and that said bid so made is without reference or regard to any other bid, or bids, and without agreement,
understanding or combination, either directly or indirectly, with any person or persons, with reference to such
bidding in any way or manner whatsoever.

STATE OF _____ Signed) _____
COUNTY OF _____ } SS: _____

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

My commision expires _____
Notary public (Seal)

Dated at _____
City State Date

FAILURE TO PROPERLY NOTARIZE AND RETURN THIS FORM WILL INVALIDATE YOUR BID

RFP – 10- 0706

REQUEST FOR PROPOSALS

The City of Indianapolis Purchasing Division and the Marion County Treasurer requests proposals from qualified Contractors for

Marion County Tax Bill Preparation, Printing and Mailing For the Marion County Treasurer

PROPOSAL

The City of Indianapolis and Marion County Treasurer understand that respondents may have questions that cannot be answered by the information contained within this Request for Proposals ("RFP"). All questions shall be submitted in writing by 12:00 noon, local time on July 14, 2010 to Ms. Wendy Thanisch, Buyer, Purchasing Division, Suite 1522, 200 E. Washington Street, Indianapolis, IN 46204, or by FAX to (317) 327-4493, or (preferably) by e-mail to wthanisc@indy.gov

PROPOSAL SUBMITTAL DEADLINE:

Date: August 2, 2010 @ 12:00 Noon Local Time

(All proposals must be delivered to Suite 1522 by 12:00 Noon.)

The City of Indianapolis and Marion County Treasurer reserves the right to reject any or all proposals.

NO LATE PROPOSALS WILL BE ACCEPTED FOR ANY REASON WHATSOEVER

Submit proposals to:

Ms Wendy Thanisch
Purchasing Division
Suite 1522
200 E. Washington Street
Indianapolis, IN 46204

ENVELOPE MUST STATE CLEARLY THAT THE ENCLOSED PROPOSAL IS FOR:

**Marion County Tax Bill Preparation, Printing and Mailing
(RFP – 10 - 0706)**

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1. Executive Summary

1.1 Overview

- 1.1.1 The resulting agreement will be between the selected Contractor and the City of Indianapolis/Marion County and the Marion County Treasurer's Office, herein referred to as "Treasurer". The basis for agreement is this Request for Proposal (RFP).
- 1.1.2 The Treasurer is requesting proposals from qualified Contractors to provide all services required for the preparation and mailing of Marion County property tax bills (Statements), Indiana TS-1 comparison Statements (TS-1), an informational letter (Letter) and Indiana Homestead verification forms (TS-1A). Approximately 360,000 legal sized Statements and TS-1's and 90,000 letter sized TS-1A's will be printed and mailed in early April, 2011. In early September, 2010, approximately 70,000 Statements will be printed and mailed. Additional materials are also delivered to the Office. Samples of these documents can be found in RFP Exhibit 1.
- 1.1.3 The term of the initial contract shall be One (1) year, effective from the date of contract execution. This will include billing cycles for September 2010 and April 2011.
- 1.1.4 The contract resulting from this RFP may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth in the resulting agreement. Terms and conditions may be amended only by written instrument, signed by both the Treasurer and awarded Contractor, and attached to the resulting agreement as an amendment.
- 1.1.5 The Treasurer seeks a Contractor that will work with the Treasurer to improve the Statement design, explore means to lower expenses, respond to new needs and shorten turnaround time of services. In addition to the core services being bid, the Treasurer has several new initiatives and seeks Contractors experience and capabilities on these initiatives.

2. Proposal Submission

2.1 Proposal Timeline and Submittal Address

- 2.1.1 The Treasurer's timeline for the administration of this RFP is as follows but is subject to amendment at the Treasurer's discretion.

Activity	Date & Time
RFP Released to Contractor Community	June 30, 2010
Final Written Questions Due from Contractors to City	July 14, 2010 – 12:00 noon PM Local Time
Final Response to Written Questions from the City	July 16, 2010 – Posted as an Addendum
Proposals Due	August 2, 2010 – 12:00 Noon Local Time

- 2.1.2 Response to this RFP shall be addressed and submitted to:

Attn: Ms Wendy Thanisch, Buyer
Purchasing Division
City of Indianapolis
1522 City County Building
200 E. Washington St.

2.2 **Proposal Copy and Submission Requirements**

- 2.2.1 Contractor shall supply a sealed box/envelope containing three (3) signed Originals. and two (2) electronic Compact Disks, preferably in Microsoft Office Suite Programs, or PDF format separated as follows: One (1) Compact Disk should be marked as "Proposal" and should contain all of the proposal except any information pertaining to Cost Proposal / Budget. The remaining Compact Disk should contain any and all information pertaining to pricing or costs and should be marked with "Vendor Name, RFP 10-0706 – Cost Proposal / Budget". Please clearly identify the Compact Disks accordingly.
- 2.2.2 The box/envelope shall be clearly labeled with the Contractor's name and "RFP # 10-0706 – Marion County Tax Bill Preparation, Printing and Mailing, August 2, 2010 at 12:00 noon local time". An authorized representative of the Contractor must sign the proposal.
- 2.2.3 Proposals must be received by the Purchasing Division and time stamped by the deadline. The Purchasing Division will not consider any proposals received after the official deadline. (The Purchasing Division will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service, and Contractors are strongly encouraged to take any steps necessary to ensure that the proposal is received on time.)

2.3 **Questions and Answers**

- 2.3.1 Any specific questions or comments concerning the RFP may:

2.3.1.1 Be presented by fax to the attention of Ms Wendy Thanisch, Buyer at 317-327-4493 or

2.3.1.2 Be e-mailed to Ms Wendy Thanisch, Buyer, at wthanisc@indy.gov, no later than 12:00 noon, local time on July 14, 2010. (Questions or comments received after this time will not be entertained.)

- 2.3.2 **Please be sure to reference the RFP in question by name and RFP number when submitting questions.**

- 2.3.3 Contractors shall note that only the *written* answers provided will be binding on the Treasurer and Purchasing Division. These answers shall represent the Treasurer's Office and Purchasing Division official position and supersede any previous oral statements at any time by City staff. The written answers will be posted on the City Purchasing Division web site (www.indy.gov/purch) as addenda to this RFP.

2.4 **Addenda**

- 2.4.1 **Any related addenda to this RFP, including written answers to questions, will be posted on the Purchasing Division's official website at www.indy.gov/purch under the appropriate project heading. Addenda and updates will NOT be sent directly to Contractors. It is recommended that any Contractor submitting a proposal check the web site daily for addenda and updates after the release date. Contractors should print out, sign and return addenda acknowledgement(s) with their RFP (Reference Section 8 of the Response Format).**

2.5 Conflicts Errors or Discrepancies

- 2.5.1 If a Contractor finds conflicts, errors, discrepancies or ambiguities in the Proposal Documents or any sample form, or if the Contractor is in doubt as to the intended meaning of any portion or provision therein, the Contractor shall at once give written notice thereof to the Purchasing Representative listed in item 2.3.1, at least seven (7) consecutive calendar days prior to the Proposal Due Date. No Contractor shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Contractor had actual knowledge or reasonably shall have known and which he/she failed to report within the period and in the manner required herein.

3. Submission Format

3.1 General Requirements

3.1.1 All original hard copies and electronic copies:

- 3.1.1.1 Shall be presented in a professional manner such as spiral bound, perfect bound, or professional grade folder/ three ring binder. (Ref 2.2 "Proposal Copy and Submission Requirements")
- 3.1.1.2 Shall be appropriately titled on the front cover with the RFP name, RFP number, Contractor name and the due date
- 3.1.1.3 Foldouts that contain charts, spreadsheets, and oversize exhibits are permissible.
- 3.1.1.4 Tabs or other separators shall serve to divide major sections of the proposal.
- 3.1.1.5 Manuals and other reference documentation may be bound separately.

3.1.2 Electronic Copies

- 3.1.2.1 Electronic copies shall have the same content as the original and hard copies on Compact Disk (Ref 2.2 "Proposal Copy and Submission Requirements")

3.1.3 All responses, as well as any reference material presented, must be written in the English language. Main text shall be a common typeface (Arial, Times New Roman, etc.) and shall not be smaller than 12 pt.

3.1.4 The Contractor should sufficiently address each item presented in the RFP and all Appendices in accordance with the directions found herein. Each item is expected to be addressed or the proposal may be judged as "non-responsive." Answers shall be clear, sufficiently detailed and specific to this RFP.

3.1.5 Proposals shall be based only on the material contained in the RFP. In addition to the main document, this includes written responses to questions as well as any other official amendments/addenda published by the Purchasing Division concerning the acquisition. Proposals shall be prepared as simply as possible to provide straightforward, concise descriptions of the Contractor's capability to satisfy the requirements of the RFP. Utmost attention shall be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled. The proposal shall be organized into the following major sections with tabs for sections numbered and titled as they appear below. Include a tab or section heading for each subsection.

3.2 Response Format – Section Definitions and Requirement Details

- 3.2.1 The format for RFP response submission is presented below. Please organize and format your proposal response in the following manner:

Response Section	Description
1.	Transmittal Letter
2.	Company Background and Team Arrangement
3.	Reference Reviews
4.	Contractor History
5.	Scope of Services
6.	MBE/WBE/VBE Participation
7.	Basic Service Agreement Acceptance
8.	Additional Information
9.	Cost Proposal / Budget

(The rest of this page left intentionally blank.)

1. Response Section – Transmittal Letter

- 1.1. The Contractor shall first submit a formal transmittal letter on *official company letterhead* that contains the following:
 - 1.1.1. Statement of Interest – This statement shall indicate your firm’s general interest and capability to perform the project. It shall also include a brief summary of any information that might be especially important to this RFP.
 - 1.1.2. Statement of Proposal Life – The proposal must have a proposal life of at least one hundred eighty (180) calendar days from the RFP due date. This shall represent the minimum time during which the proposal is a firm offer and a contract may be entered into.
 - 1.1.3. Contact Person – Please include the name, title, address, telephone number, fax number and e-mail of the key contact person for any questions regarding your proposal.
 - 1.1.4. Signature of Authorized Representative – An authorized representative of the firm must sign the transmittal letter.

2. Response Section – Company Background and Team Arrangement

- 2.1. This section should give a brief overview of the company and provide the following information:
 - 2.1.1. Company name & local business address (Include any regional offices and/or headquarters.)
 - 2.1.2. Year established (Include former names and year established, if applicable)
- 2.2. If a joint venture or subcontracts are contemplated, provide the same information as above for any subcontractors, and explain their role in the contract. (The Prime Contractor must assume all responsibility for the entire project, including the work of any subcontractors.)
- 2.3. Please include any general pre-printed literature regarding your company in this section.

3. Response Section – Reference Reviews

- 3.1. Please provide a detailed list of references showing expertise and experience in providing the services requested. A minimum of three (3) references are required for this RFP. References should include project description, contact names, addresses, phone and e-mail.

4. Response Section – Contractor History

- 4.1. Briefly describe work with other County Treasurer’s Offices or units of government to reduce expenses, improve product and meet tight timelines.
- 4.2. Describe any experience with redesigning statements.
- 4.3. Provide samples of any statements printed or designed.
- 4.4. The Contractor must be a “responsible” Contractor that is both ethically and financially in good standing within the industry, as determined by the Purchasing Division. If the Contractor’s local office has had a contract terminated for default during the past three (3) years, this fact shall be disclosed in the RFP response along with the Contractor’s position on the matter(s). If the Contractor has experienced no such terminations for default in the past three years, then it should so indicate.

5. Response Section – Scope of Services

Based on the Contractor’s understanding of the project, the Contractor shall respond to each of the following items. Responses shall be kept in the order in which they are presented herein by paragraph number.

- 5.1. General Feature Requirements – Contractor shall provide a brief narrative delineating the general understanding of the services and the approach proposed to complete the required work.
- 5.2. Contractor shall provide a detailed description of the Scope of Services to be completed including how the Contractor will address the main areas. All the areas of the Scope of Services listed below must be clearly addressed in order for the Contractor(s) to be fully qualified. For ease of scoring, responses to this section shall be kept in the same order in which they appear herein.

5.2.1. Printing Statements and TS-1 form

5.2.1.1. Contractor shall have the following:

- 5.2.1.1.1. A secure facility and quality control standards satisfactory to the Treasurer. This can be proven by certifications from credit card issuers, national standards and experience in printing static and active data and mailing statements for lenders, creditors and units of government. Please provide evidence of a secure facility and quality control standards.
- 5.2.1.1.2. Contractor shall commit to and be capable of printing the volumes referred to herein. Contractor shall commit to print, insert and mail all Statements within seven (7) business days of final approval of the Treasurer of print samples.
- 5.2.1.1.3. A secure File Transfer Protocol (FTP) site and the capability to receive the active print data in large files; each file containing active information for the front of the Statement and TS-1. There have been 9 files for the Statement and 9 files for the TS-1. Please provide evidence of file size capability and security.
- 5.2.1.2. Contractor should state if they can print in one or two standard colors in addition to black.
- 5.2.1.3. The Contractor must demonstrate the capability to print, insert and mail all Statements within seven (7) business days from final approval of sample print Statements and TS-1's.
- 5.2.1.4. Contractor will be a member of a team with Treasurer's staff; their property system Contractor, Government Utilities Technology Service, Inc. (GUTS); software specialists assigned to the Treasurer; and lock-box contractor, Remittance Processing Services LLC (RPS). This team meets approximately 3 times before printing, has numerous telephone conference calls and e-mails, to collaborate on changes to the Statement design that meets the needs of the Treasurer; determines the best means to send property system data to the Contractor, and reviews 100-150 different types of proof Statements for accuracy. It also meets to debrief experiences learned and make improvements toward the following Statement cycle.
- 5.2.1.5. The Contractor will make approximately four deliveries of the proof Statements and ship or deliver materials to the Treasurer.
- 5.2.1.6. State specifications on the TS-1 and TS-1A are available at the following Uniform Resource Locator (URL): <http://www.in.gov/dlgf/5628.htm> select "2010 TS-1 Option". Note: to make the TS-1 easier to read, the Treasurer prints the Statement and TS-1 on legal rather than letter size paper as presented on this website. The TS-1A is letter size.
- 5.2.1.7. A copy of the 2009 pay 2010 tax cycle Statement, TS-1, TS-1A and letter are attached to this Request.

5.2.2. Mailing

- 5.2.2.1. The Treasurer requires mailing services that utilize current technology to provide; address corrections, the least cost of mailing each piece and quickly move all mail into the United States Postal System (USPS).
- 5.2.2.2. The Contractor shall have the following:
 - 5.2.2.2.1. Mailing equipment that can weigh and affix the least expensive amount of correct postage.
 - 5.2.2.2.2. Ability to run data files against Coding Accuracy Support Software ("CASS") and National Change of Address ("NCOA") and correct addresses before Statement and TS-1 are printed.
 - 5.2.2.2.3. Ability to send an electronic file to Treasurer of the parcel number, old and new address from the changes made in 5.2.2.2.2 and 5.2.2.2.3.
 - 5.2.2.2.4. Recognition systems that can print address information on the mailing envelope that allows for the lowest mailing costs available.
 - 5.2.2.2.5. Presort (5 digit automation) full postage discount sorting equipment and on site mailing capabilities approved by the United States Postal System ("USPS") or demonstrates the capability to presort and immediately move the mail into the delivery system.
 - 5.2.2.2.6. The ability to either postmark from Indianapolis or use a postmark without location identification.

5.2.3. New Initiatives and Opportunities

- 5.2.3.1. To increase nontax revenue, the Treasurer once successfully tested selling space in its mailing envelope to advertisers. The Treasurer would like to work with a Contractor that has experience in selling inserts or a return envelope with attached advertising.
- 5.2.3.2. The Treasurer desires to implement a recent change in the State law that allows taxpayers to request receiving the Statement and TS-1 in electronic format. Please provide information on:
 - 5.2.3.2.1. The Contractor or Contractor's partner ability and experience in making Statements available on line for a customer to retrieve or that can be e-mailed to a customer. Either method must have a means to verify taxpayer accessed or received the Statement and TS-1.
 - 5.2.3.2.2. The Contractor or Contractor's partner ability and experience to provide every Statement and TS-1 in an electronic format to the Treasurer for it to post on its website.
- 5.2.3.3. The Contractor or Contractor's partner must provide certain data from the Statement and TS-1 to the Treasurer in a searchable format for Treasurer's office use. For example, search by parcel number, owner's name or address for a parcel owner, mailing address and billing amounts.

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5.2.4. Key Points of Timeline for 2010

Activity	Timeline
5.2.4.1. Contractor submits sample Statement form layout Note: Depending on the time needed to design a new Statement either the new design or current Statement design will be used. The new design will be used in the April cycle.	August 2010
5.2.4.2. Treasurer sends test data files to Contractor to print test Statements	August 2010
5.2.4.3. Contractor submits printed sample Statements	August 2010
5.2.4.4. Treasurer and Contractor continue revision and testing of Statements	August and September 2010
5.2.4.5. Treasurer sends Statement print files to Contractor	September 17, 2010
5.2.4.6. Treasurer examines final live Statements	September 24, 2010
5.2.4.7. Final Treasurer sign-off on live Statements	October 1, 2010
5.2.4.8. Contractor has all Statements mailed	October 8, 2010

5.2.5. Key Points of Timeline for 2011

Activity	Timeline
5.2.5.1. Contractor submits sample Statement and TX-1 form layouts	February 4, 2011
5.2.5.2. Treasurer sends test data files to Contractor to print test Statements and test TS-1 forms	February 11, 2011
5.2.5.3. Contractor submits printed sample Statements and TS-1 form	February 18, 2011
5.2.5.4. Treasurer and Contractor continue testing of Statement and TS-1	March 11, 2011
5.2.5.5. Treasurer sends Statement print test files	March 16, 2011
5.2.5.6. Treasurer tests final sample Statements	March 22, 2011
5.2.5.7. Final Treasurer sign-off on live Statements	March 31, 2011
5.2.5.8. Contractor has all Statements mailed	April 8, 2011

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5.2.6. General Process Information

- 5.2.6.1. Data will be transmitted in separate files according to Treasurer's sorting. The data is used to populate both the Statement and TS-1 form.
- 5.2.6.2. There are three (3) types of Statements
 - 5.2.6.2.1. "This is not a Bill" to owners who have an escrow company paying the taxes. (Approximate count 160,000)
 - 5.2.6.2.2. "Automated Clearing House" (ACH) to owners paying by automatic draw on their checking account. (Approximate count 5,000)
 - 5.2.6.2.3. "Normal" to all others. (Approximate count 205,000)

6. Response Section – MBE/WBE/VBE Participation

- 6.1. It is the policy of the City that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Veteran Business Enterprises (VBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Article IV, sections 201-401 of the revised municipal code and Executive Order 5, 2008, has established MBE participation goals of 15%, WBE participation goals of 8%, and VBE participation goals of 3% for its dollars spent on public works, goods, and services.
- 6.2. In order to help accomplish this goal, the City is requesting that you include with your response information regarding your status as an MBE, WBE or VBE. Additionally, please include contact information for any MBE, WBE or VBE owned contractors directly participating in your business operations. The City also requests contact information for any MBE, WBE or VBE sub-contractors that you might use in the course of doing business with the City. Some examples of this kind of service include, but are not limited to, office suppliers, courier services, shipping services, etc. These services can occur at the local, state, or national level. Please include an estimated (%) or (\$) amount that you anticipate using.
- 6.3. Be advised that the information provided on MBE/WBE/VBE participation will be included as part of the scoring criteria for this RFP. Accordingly, it is imperative that you do everything possible to obtain the information above and supply it as part of the RFP response.
- 6.4. If you should need assistance in obtaining information or certification for possible participation in a contract, please contact the Division of Minority & Women Business Development (DMWBD) <http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/Certification.aspx> or (317) 327-5262. Respondents can view a list of City DMWBD approved MBE/WBE/VBE contractors by going to this web page: <http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/ContractorList.aspx> and clicking on the appropriate "contractor list".

7. Response Section – Basic Services Agreement Acceptance

- 7.1. The Contractor should view the Sample Professional Services Agreement found in Appendix A of this RFP. Additional provisions as needed or required by the Treasurer will be discussed with the Contractor during any negotiation process. The Contractor does NOT need to sign this agreement but rather review and note any areas that need to be discussed with the Treasurer if selected for this project. The final contract with the Contractor will include similar language to that shown in the Sample Professional Service Agreement and specific language for this project. Note: Any proposed exceptions to this document should be listed in detail, attached and returned with the proposal.

8. Response Section – Additional Information

- 8.1. Provide any additional information deemed necessary by the Contractor to ensure success of the project. Any exceptions that the Contractor would like to have for this project should be provided in detail. This section should also include any addenda published on the Purchasing Division web site prior to the due date for the RFP.

9. Response Section – Cost Proposal / Budget

- 9.1. Please be sure that in hard copy submissions, this section is easily detachable from the rest of the proposal.
- 9.2. Please indicate pricing using the following pricing tables
- 9.3. Specify if sheet or roll paper will be used. If roll paper will be used describe the quality control to insure exact size cuts since the bar code location is measured from the bottom of the return coupon.
- 9.4. Pricing should not include postage and tax (Treasurer will provide tax-exempt information). Quantities are best estimates based on experience; actual amounts and billing will be based on finalized amounts and production.
- 9.5. Printing Expenses (with black ink only except where noted)

	Description of Printing	Estimated Quantity	Price Per 1000 Sheets
9.5.1.	Print static information on the back of Statement (Legal Size Sheet)	500,000	\$ _____
9.5.2.	Print static and active information on front of Statement. There are 3 styles of Statements with each style sent to Contractor in separate files.	370,000	\$ _____
9.5.3.	Cost same as item 9.5.2 except in addition to black ink, one color ink is used. Please check here if service is not available _____	370,000	\$ _____
9.5.4.	Print static information on back of the TS-1.	360,000	\$ _____
9.5.5.	Print static and active information on front of the TS-1.	360,000	\$ _____
9.5.6.	Print the return address on #10 window mailing envelope.	380,000	\$ _____
9.5.7.	Print return address on #9 return envelope.	470,000	\$ _____
9.5.8.	Print TS-1A form with static information on front and back.	70,000	\$ _____

9.5.9.	Print Letter with static information on front and no printing on the back	380,000	\$ _____
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9.6. Material Expenses (with black ink only except where noted)

	Material Description	Estimated Quantity	Price Per 1000
9.6.1.	Statement Sheet - Legal size, 24 pound, with two tear perforations. Please check one: Sheet _____ Cut Sheet _____	700,000	\$ _____
9.6.2.	TS – 1 – Legal size, no perforation required 20 pound paper Due to Contractor's printing process check if this must be perforated _____ and same 24 pound as Statement. Please check if using 24 pound paper _____	360,000	\$ _____
9.6.3.	TS – 1A – Letter size, 20 pound paper, pink stock	70,000	\$ _____
9.6.4.	Mailing Envelope - #10 Special Window Envelope, assume window is 1 $\frac{3}{4}$ x 4 $\frac{3}{4}$.	380,000	\$ _____
9.6.5.	Return Envelope - #9 Standard White	470,000	\$ _____
9.6.6.	Letter – Standard White, 20 pound paper	380,000	\$ _____

9.7. Insert Charge

- 9.7.1. The bill print file is used to determine which sending envelopes require return envelopes and which require the TS-1A. No return envelope is in "This is not a Bill" and "ACH" envelopes. Approximately 70,000 TS-1A will be inserted in specified sending envelopes.

	Process Description	Price Per 1000
9.7.2.	Insert one Statement, one TS-1, one TS-1A, one letter and two return envelopes per sending envelope.	\$ _____
9.7.3.	If weight limit (1 once per envelope with inserts) allows for additional information to be inserted: 1 additional insert per envelope.	\$ _____

9.8. Mailing Services per Mailing Envelope

	System Description	Price Per 1000
9.8.1.	Coding Accuracy Support System (CASS)	\$ _____
9.8.2.	National Change of Address Database (NCOA)	\$ _____
9.8.3.	Presort Order	\$ _____
9.8.4.	Mail presort commingled for security	\$ _____
9.8.5.	Manual mail processing - Separate files will be marked so Statements can be printed and mailed to a mortgage servicer but a different style Statement and TS-1 will be mailed to the owner.	Price per File \$ _____

9.9. Data Services

	Service	Pricing as Stated
9.9.1.	Data input and conversion	Price per 1000 \$ _____
9.9.2.	Load to database	Price per 1000 \$ _____
9.9.3.	Pre-processing	Flat price \$ _____
9.9.4.	Create sample file	Price per File \$ _____
9.9.5.	Set-up form	Price per Hour \$ _____
9.9.6.	Programming revisions	Price per Hour \$ _____
9.9.7.	Composition	Price per Hour \$ _____
9.9.8.	Specify other charges and pricing	

9.10. Cost for new initiatives

9.10.1. The Treasurer would like to work with a Contractor with experience in selling inserts or a return envelope with attached advertising subject to weight limits of the mailing envelope. Services for this desired section involve:

- 9.10.1.1. Seeking potential advertisers, securing agreements and paying any and all costs associated with this service.
- 9.10.1.2. Obtaining the Treasurer's approval of the advertiser, proposed product/service being advertised and the specific insert design
- 9.10.1.3. Coordinating any and all contacts between the Treasurer and advertiser
- 9.10.1.4. All expenses of providing the finished insert ready product, such as designing, printing and delivering the insert, are between the Contractor and the advertiser.
- 9.10.1.5. Ideally one Contractor would provide all services under this request.
- 9.10.1.6. Describe any experience with advertisers in this regard noting if the customer was a unit of government or utility.

9.10.2. Treasurer desires to implement a recent State law which allows taxpayers to request the Statement and TS-1 in electronic format.

- 9.10.2.1. Describe the Contractor or Contractor's partner experience in making Statements available on line for a customer to retrieve or e-mailing Statements to customers.
- 9.10.2.2. The Contractor must have a method to prove the Statement was either accessed or received.
- 9.10.2.3. Describe the service for (9.10.2.) 1. and 2. above and the cost for this service.

9.10.3. Treasurer requires the Statement and TS-1 to be available via the Treasurer's website.

- 9.10.3.1. Describe the Contractor or Contractor's partner experience in providing data such as the Statement and TS-1 in an electronic format for the Treasurer to post on its website.
- 9.10.3.2. Describe the service and pricing for this service.

9.10.4. Treasurer requires a searchable database of certain data from the Statement.

- 9.10.4.1. Describe the Contractor or Contractor's partner ability to provide certain data from the Statement to the Treasurer in a searchable format for Treasurer's use. For example, search by parcel number, owner's name or address for a parcel owner, mailing address and billing amounts.
- 9.10.4.2. Up to approximately 25 fields of information coming from the Statement and TS-1 will be pulled to comprise the database.
- 9.10.4.3. Describe the pricing structure for this service and the cost.

(End of Response Format Sections)

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4. Proposal Evaluation

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

Evaluation Criteria	Percentage (Weight Factor)
Pricing	25%
Experience in similar size and complexity printing, inserting and mailing projects and commitment to complete work within seven (7) business days of approval.	25%
Flexibility, value added input, design services, ability to work with demanding client, innovative solutions, team work orientation.	15%
Written commitment and demonstrated capability to print, insert and mail all Statements within seven (7) business days from final approval of sample print Statements and TS-1's.	10%
Quality control standards (Certifications from credit card issuers, national standards and experience in printing static and active data and mailing Statements for lenders, creditors and units of government.)	10%
Inserting equipment that can maximize customization of inserts and increase Office's ability to target smaller segmented groups.	5%
Experience working with Offices' property system Contractor, GUTS, or in printing like products for other county treasurers in Indiana.	5%
Commitment to spending at least fifteen percent (15%) of contract with MBE/WBE/VBE Contractors	5%

5. Additional Provisions

- 5.1 Revision to the RFP - The Treasurer may modify or amend this RFP at any time. If it becomes necessary for the Treasurer to revise any part of this RFP, the revision(s) will be posted on the Purchasing Division web site (www.indygov.org/purch). In such an event, the submission deadline may be extended, at the option of the Purchasing Division, to allow Contractors the opportunity to revise their proposals accordingly.
- 5.2 Use, Disclosure and Confidentiality of Information
- 5.2.1 This RFP distributed by the Purchasing Division, including any other required terms, will be incorporated by reference and made a part of any resulting contract

- 5.2.2 The information supplied by a Contractor as part of an RFP response will become the property of the Treasurer and Purchasing Division. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3). None of the proposal responses will be made available to the public until after negotiation and award of a contract or cancellation of the procurement.
- 5.2.3 To the extent requested by a Contractor and allowed by law, the Treasurer and Purchasing Division will treat *trade secrets* and *confidential financial information* as confidential (if designated as confidential and submitted separately in a sealed envelope). The Contractor must request confidential status before the proposals are opened. If the Treasurer and Purchasing Division believes that information designated as confidential should not be treated as such, the Contractor will be notified and afforded reasonable time to present objections prior to any release of the information. The Treasurer and Purchasing Division will take into consideration the possibility of harm resulting from any disclosure, but reserves the right to make the final determination in accordance with the law. (Note: Pricing information may not be considered confidential.)
- 5.3 Errors in Proposals – Contractors will not be allowed to change or alter their proposals after the deadline for proposal submission. The Treasurer and Purchasing Division reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing). This type of correction may only be allowed for “obvious” errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the Treasurer and Purchasing Division and countersigned by the Contractor. Contractors are advised to make sure that their proposals are true and correct when submitted.
- 5.4 Contractor Expenses – By submitting a response to this RFP or participating in the process, each Contractor agrees that all of its related expenses are its sole responsibility, and that the Treasurer and Purchasing Division will not be responsible for any costs whatsoever incurred by the Contractor in connection with or resulting from the RFP process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.
- 5.5 Proposal Life - Contractors must hold their proposals open and pricing firm for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the Treasurer for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the Treasurer.
- 5.6 Post- Proposal Discussions and Presentations – After the Proposal Due Date, the Treasurer may conduct discussions with representatives of one or more Contractors submitting proposals for the purpose of obtaining clarification of a Contractor’s proposal and/or to assure full understanding of the solicitation requirements. As part of this process, the Treasurer may require a Contractor to provide one or more formal presentations to Treasurer’s Office officials to further explain or clarify their proposed solution. Any presentation will be at a time and place to be determined by the Treasurer’s staff. The Contractor will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the Treasurer to execute an agreement or to continue discussions with the Contractor.
- 5.7 Contract Renewal – Any resulting contract may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract.

- 5.8 Contract Negotiations – The Treasurer will use the requirements set forth in the RFP as the basis for proposal evaluations. After identifying one or more responsive and responsible Contractors who appear to be most advantageous to the department, the Treasurer may enter into contract negotiations with the Contractor. If at any time the contract negotiations are judged to be ineffective, the Treasurer may cease all activities with a Contractor and begin/continue contract negotiation and preparation activities with another Contractor and the process may continue until a contract is executed. As a part of this process, the Treasurer may obtain “best and final offers” from all Contractors judged to be finalists. The Treasurer reserves the right to cease all contract negotiation activities at any time and reject all proposals if such action is determined by the Treasurer to be in its best interest.
- 5.9 No Obligation to Proceed – The Treasurer is under no obligation to proceed with this project or any subsequent project, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the Treasurer. Furthermore, the Treasurer may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the Treasurer.
- 5.10 Proposal Withdrawal and Modification – The Treasurer and Purchasing Division may allow a Contractor representative bearing proper authorization and identification to sign for, receive, and withdraw the Contractor's unopened proposal prior to submission deadline. A Contractor wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
- 5.11 Liquidated Damages – It is hereby understood by both parties that time is of the essence in this agreement for tax bill distribution. Failure of the Contractor to perform any tasks beyond the dates as herein provided will result in liquidated damages to the Treasurer. It is hereby agreed that Treasurer will be damaged in the sum of five thousand dollars (\$5,000.00) liquidated damages per day for each day Contractor is unable, or refuses, to provide the services in the amount and manner herein provided. Contractor agrees to pay Treasurer said damages or, in the alternative, Treasurer may withhold monies otherwise due the Contractor. If Contractor fails or is unable to deliver services in the amount and manner herein provided within ten (10) days of the agreed-upon date of delivery, Treasurer reserves the right to seek a replacement vendor and Contractor shall be liable for any and all costs incurred by Treasurer in obtaining a replacement vendor, in addition to any liquidated damages assessed against Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit the Treasurer's other remedies under this agreement, or as provided by applicable law.
- 5.12 Purchase Orders – The Contractor shall furnish no services, equipment and materials or labor unless a properly executed order is received from the Treasurer directing the supply of the same.
- 5.13 Subcontractors – The Treasurer intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event a prime Contractor utilizes one or more subcontractors, the prime Contractor will assume all responsibility for performance of services by the subcontractor(s). Additionally, the Treasurer and Purchasing Division must be named as a third party beneficiary in all subcontracts. A list of all subcontractors proposed to take part in the performance of the contract (at its outset) shall be provided to the Treasurer and Purchasing Division for approval prior to contract execution. This request may require that sufficient financial or background information be provided. To the degree available, this information shall be included in an Appendix with the proposal response.
- 5.14 Taxes – The City of Indianapolis and Marion County are exempt from Federal, State and Local Taxes and will not be responsible for any such taxes in connection with the award of this contract.

- 5.15 Licenses and Permits – The successful Contractor shall furnish the Purchasing Division upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Indianapolis, Marion County, other units of local government, the State of Indiana and the United States. The Contractor certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.
- 5.16 Use of Name – Upon entering an agreement, the successful Contractor agrees not to use the name of the City of Indianapolis or Marion County or Marion County Treasurer in relation to the agreement in commercial advertising, trade literature or press releases to the extent without the prior written approval of same.

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6. Appendices

6.1 Sample Service Agreement

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the Marion County Treasurer _____, (hereinafter referred to as "Treasurer"), and _____ (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by Treasurer and Contractor, and shall include these Terms and Conditions, the Attachments described in Section 1 and attached hereto, and any written supplemental agreement or modification entered into between Treasurer 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 Treasurer and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Treasurer 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 Treasurer 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 Treasurer 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 Treasurer, 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 Treasurer solely by virtue of Treasurer or Treasurer's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

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

SECTION III. TERM

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

SECTION IV. COMPENSATION

- 4.01 The Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A for a total amount not to exceed _____ (\$ _____).
- 4.02 Payment will be in conformance with Attachment B to this Agreement.
- 4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Treasurer. Treasurer shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the Treasurer for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the Treasurer in any way.
- 5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Treasurer. In the event that Treasurer approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Treasurer shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.03 Necessary Documentation. Contractor certifies that it will furnish the Treasurer, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality of Treasurer Information.
- 5.04.1 Contractor understands that the information provided to it or obtained from Treasurer during the performance of its services is confidential and may not, without prior written consent of the Treasurer, be disclosed to a person not in the Treasurer'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 Treasurer. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include

information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the Treasurer prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the Treasurer that is required to be kept confidential by Treasurer pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Treasurer or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the Treasurer.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to the City of Indianapolis and all such matters will be the property of the City of Indianapolis. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in any way with respect thereto.

5.07 Insurance.

5.07.1 No requirements for this contract.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or

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

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.

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

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

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

5.10 Debarment and Suspension

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

5.10.2 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.10.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.11 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

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

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

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

To Contractor:

to City:

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

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

States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

- 5.16 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.17 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.18 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.19 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.
- This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.
- 5.20 Waiver. The City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the City's rights or remedies.
- 5.21 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.22 Attorneys' Fees. Contractor shall be liable to the City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.23 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all

covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

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

(The rest of this page left intentionally blank)

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

Marion County Treasurer "Treasurer"
Suite _1060____, City County Building
200 East Washington Street
Indianapolis, Indiana 46204

By: _____

Date: _____

(Printed) _____

(Title) _____

XXX ("Contractor")

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

By: _____

Date: _____

City Controller

APPROVED AS TO FORM AND LEGALITY:

By: _____

Date: _____

Assistant Corporation Counsel

Exhibit 1 – Sample Documents (note: Documents are not to scale.)

MICHAEL W. RODMAN
TREASURER OF MARION COUNTY
SUITE 1060 CITY-COUNTY BUILDING
200 EAST WASHINGTON STREET
INDIANAPOLIS, INDIANA 46204

THOMAS R. CREASSER
CHIEF DEPUTY TREASURER

CYNTHIA K. LAND
ADMINISTRATIVE DEPUTY TREASURER

April 12, 2010

Dear Marion County Property Taxpayer:

Enclosed you will find your property tax statement with two tear off coupons for payments in the 2009 pay 2010 tax cycle. The top coupon is for use with the May 10th due date and the bottom with the November 10th due date. Payment by eCheck is now available; the back of the statement describes it and other payment methods. If you mail your payment, please use the preaddressed enclosed envelopes. These have proven helpful to taxpayers and they lower the cost of collection. An e-mail reminder of the due date can be sent to you if you subscribe to that on our website.

All home owners with a homestead deduction are required by state law to complete the enclosed form which is on pink paper. Information to complete Part 1 is near the top of the enclosed tax comparison sheet. Please mail the form to the Marion County Auditor's Office at the address printed on the form. Indiana statute permits one homestead deduction and it is only for the homeowner's primary residence. A taxpayer illegally taking multiple homestead deductions shifts their tax obligation to other taxpayers. This homestead verification form creates a state wide means to enforce the statute. If you have questions regarding this form or deductions, call the Auditor's office at (317) 327-4646.

The property reassessment process which had delayed property tax due dates has been brought current and the enclosed comparison sheet lists your new assessed value. This sheet also displays such items as deductions and shows the calculation of your taxes based on the final tax cap rates. If your taxes appear higher than the cap rate calculation, you may reside in a school district where voters approved a bond referendum (which is excluded from the tax cap) or you may have additional improvements on your land. Important information on the back of this sheet includes how to appeal your assessed value.

You can lower your taxes if you own a parcel contiguous with your primary residence but it is not included under your homestead deduction. Up to one acre of land can be covered under the homestead deduction. Mail the Marion County Assessor your written request to combine the parcels.

My office is ready to assist you in understanding your tax bill, guiding you to the proper office for your questions, and helping you find the payment method that best fits your financial situation. You can visit our website at www.indy.gov/treasurer or call our office at (317) 327-4444 for assistance.

Cordially,

Michael W. Rodman
Michael W. Rodman



IMPORTANT NOTICE TO HOMESTEAD PROPERTY OWNERS

Individuals and married couples are limited to one homestead standard deduction. As the receipt of this deduction becomes more beneficial, there is more incentive than ever for homestead fraud. Homestead fraud causes higher tax bills for all; therefore, HEA 1344-2009 requires taxpayers who receive the homestead standard deduction to verify that they are eligible to receive the benefit and to provide additional identifying information necessary to allow county government to better monitor homestead filings. This information will be kept confidential and can only be accessed by authorized county officials. The Department of Local Government Finance will use this information to create tools that will help county officials eliminate homestead fraud.

PART 1: PROPERTY INFORMATION

Property Address (number and street, city, state, and ZIP code)	
State Parcel Number	Local Parcel Number

Please return this document by April 30, 2010 to:

Marion County Auditor's Office
200 East Washington Street, Suite 801
Indianapolis, Indiana 46204

For any questions, please call (317) 327-4646

PART 2: TAXPAYER INFORMATION

Owner 1	First	Middle	Last
Mailing Address (number and street, city, state, and ZIP code)			☐ Same as property address
Social Security Number (last 5 digits)	Driver's License/State ID Number (last 5 digits)		Other (please specify in Part 4 below)
Spouse	First	Middle	Last
Mailing Address (number and street, city, state, and ZIP code)			☐ Same as property address
Social Security Number (last 5 digits)	Driver's License/State ID Number (last 5 digits)		Other (please specify in Part 4 below)

PART 3: CERTIFICATION

Each undersigned certifies, under penalty of perjury, that the above and foregoing information is true and correct and that he or she is eligible to receive the homestead standard deduction on this property. Each undersigned also understands that, by claiming additional homestead deductions unlawfully, he or she may be liable for back taxes and substantial financial penalties.

Owner 1 Signature	Date	Telephone ()
Spouse Signature	Date	Telephone ()

PART 4: ADDITIONAL INFORMATION

(see reverse for instructions)

INSTRUCTIONS

1. Under HEA 1344-2009, all homeowners who receive the homestead standard deduction are required to submit this form in order to verify their eligibility and to continue to receive benefits.
2. Those receiving the benefit of the deduction must list the last 5 digits of both their Social Security number and driver's license or state identification number. If the individual has no Social Security number, he or she may list only the last 5 digits of their driver's license or state identification number. If the individual has no driver's license or identification number, the last five digits of any federally-recognized identification number, such as a United States Permanent Resident ("A") Number, may be used.
3. Names should be listed as they appear in the records of the Social Security Administration, or as the legal name used when signing documents.
4. Under the law, married couples must submit the name and Social Security number (or other identifying number) and Driver's License or State Identification number of both spouses in order to continue to receive the homestead standard deduction. Married couples, regardless of whether they maintain a residence together, are only eligible for one homestead deduction in the State of Indiana.
5. If you do not have either a Social Security Number, driver's license number or a state identification number, or U.S. Permanent Resident ("A") number, please provide an explanation in Part 4, "Additional Information". **If you do not have one of these documents, please contact your county auditor to ensure that you are able to keep your benefits if you are eligible.**

IMPORTANT NOTICE: If a taxpayer becomes ineligible to receive a homestead deduction on a property for any reason, he or she must file a certified statement with the county auditor no later than 60 days after the date of that change. Failure to file this statement will result in the imposition of any additional taxes that would have been due on the property if the individual had filed the statement as required under the law, plus a civil penalty equal to 10% of the additional taxes due. This penalty is in addition to any interest or penalties for a delinquent payment that might be due.

Your property taxes are capped at 1% of property value for homes, 2% for other residential property and farmland, and 3% for all other property.

Get counted in 2010! Learn more at www.census.indiana.edu

DATE OF NOTICE FOR 2009 PAY 2010 TAXES: **March 1, 2010** 1 PARCEL NUMBER: State:

DUE DATE: May 10, 2010 Local:

See reverse side for description of items as numbered below

This notice from the Marion County Treasurer provides additional information about your property taxes. The information provided below includes a breakdown of taxing authority and deductions/exemptions applied to your 2010 property taxes. Please forward any comments you may have on the content of this notice in writing to the Marion County Treasurer, PO Box 6145, Indianapolis, IN 46206-6145 or via e-mail to mytaxes@indy.gov.

2. TAXING DISTRICT	3. NAME AND ADDRESS OF TAXPAYER	4. PROPERTY DESCRIPTION AND ADDRESS
--------------------	---------------------------------	-------------------------------------

Property Address:
Property Description:

TAX SUMMARY ITEM	2009	2010
1. Gross assessed value of property		
1a. Gross Assessed value of land-Real Estate		
1b. Gross Assessed value of improvements-Real Estate		
2. Equals total gross assessed value of property		
2a. Minus deductions/exemptions (see table 5 below)		
2b. Minus State supplemental deduction (see table 5 below)		
3. Equals subtotal of net assessed value of property		
a. Multiplied by your local tax rate		
4. Equals gross tax liability (see table 3 below)		
4a. Minus State property tax relief		
4b. Minus Local tax relief		
4c. Minus savings due to property tax cap (information on cap found in Table 2 below)		
4d. Minus savings due to 65 years & older cap		
5. Total property tax liability		

Please see Table 4 for a summary of other charges to this property.

Property tax cap (equal to 1%, 2% or 3% of line 2, depending upon property type)		
Adjustment to cap due to voter-approved projects and charges (1)		
Maximum tax that may be imposed under the cap		

TAXING AUTHORITY	TAX RATE 2009	TAX RATE 2010	TAX AMOUNT 2009	TAX AMOUNT 2010	TAX DIFFERENCE 2009-2010	PERCENT DIFFERENCE
COUNTY	0.0000	0.0000	0.00	0.00	0.00	0.00
HEALTH & HOSPITAL	0.0000	0.0000	0.00	0.00	0.00	0.00
LIBRARY	0.0000	0.0000	0.00	0.00	0.00	0.00
PUBLIC TRANSPORTATION	0.0000	0.0000	0.00	0.00	0.00	0.00
TOWNSHIP	0.0000	0.0000	0.00	0.00	0.00	0.00
SCHOOL	0.0000	0.0000	0.00	0.00	0.00	0.00
LOCAL CITY/TOWN	0.0000	0.0000	0.00	0.00	0.00	0.00
CONSOLIDATED CITY	0.0000	0.0000	0.00	0.00	0.00	0.00
TOTAL	0.0000	0.0000	0.00	0.00	0.00	0.00

The tax rate for each unit is equal to the gross property tax for that unit divided by the net assessed value for a given year.

TABLE 5: DEDUCTIONS/EXEMPTIONS APPLICABLE TO THIS PROPERTY

LEVYING AUTHORITY	2002	2010	TYPE OF DEDUCTION/EXEMPTION	2002	2010
Solid Waste	██████	██████	Homestead/Standard	██████	██████
			Mortgage	██████	██████
			Supplemental	██████	██████
TOTAL ADJUSTMENTS	██████	██████	TOTAL DEDUCTIONS/EXEMPTIONS	██████	██████

(1) Changes not subject to the property tax cap include property tax levies approved by voters through referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.

(2) If any circumstances have changed that would make you ineligible for a deduction that you have been allowed in the deductions block on this tax bill, you must notify the county auditor. If such a change in circumstance has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.

NOTICE OF PROPERTY TAX ASSESSMENTS



Name and Address of Taxpayer – The owner and mailing address of the owner of record as of the date of this notice.

Date of Notice/Due Date – Date that the property tax bill was mailed and the date by which payment must be made in order to avoid late charges.

Property Number (State/Local) – State mandated property number followed by locally assigned property number of the taxable real estate.

Property Legal Description and Address – the property location address and legal description.

Taxing District – The number assigned by the Department of Local Government Finance to the taxing district in which this property is located.

TABLE 1: SUMMARY OF YOUR TAXES

Tax Summary Item – The amounts involved with calculating your real estate property taxes.

Taxes 2009 – The amount of taxes for this property allocated to each taxing authority for the 2009 tax cycle.

Taxes 2010 – The summary of calculations based on this year's tax rates.

Tax Relief Credits – Credits are determined annually and are used to reduce property tax bills applied to applicable properties in this table.

- **Local Property Tax Credits** – Homestead credit as approved by the City-County Council. Revenue generated by the local option income tax is used to reduce property tax bills.
- **State Homestead Credit** – Relief as paid by the State of Indiana from state tax revenue sources used to reduce property tax bills.
- **Over 65 Circuit Breaker Credit** – Credit for a calendar year if homestead qualifies and age, adjusted gross income, homestead assessed value, and other eligibility requirements are met. The credit caps the increase of the property tax liability of credit recipient at two percent (2%).

TABLE 2: PROPERTY TAX CAP INFORMATION

Property Tax Cap – Property may not be taxed at a higher rate than prescribed by law, unless that rate is approved by voters. For 2010, those rates are 1% for homesteads, 2% for other residential property and farm ground, and 3% for all other classes of property. When voters approve additional spending in a referendum, an Adjustment to the Cap is made to reflect the additional expense. This excess revenue is calculated as a separate rate and added to the cap rate. This new value is considered your effective property tax cap, or the Maximum tax that may be imposed under the cap. Taxpayers should note that the circuit breaker cap amount is the combined cap amount for all classes of property applicable to a parcel.

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

Taxing Authority – The name of the unit levying the taxes.

Tax Rate 2009 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for 2009.

Tax Rate 2010 – The tax rate per \$100 of assessed value for this property allocated to each taxing authority for the current year.

Tax Amount 2009 – The amount of taxes for this property allocated to each taxing authority for 2009.

Tax Amount 2010 – The amount of taxes for this property allocated to each taxing authority for the current year.

Tax Difference 2009-2010 – The difference in dollars between current taxes and prior year taxes for each taxing authority.

Percent Difference – The percent change between last year's tax amount and this year's tax amount for each taxing authority.

TABLE 4: OTHER APPLICABLE CHARGES TO THIS PROPERTY

Levying Authority – The type of additional charge added to your property tax bill such as sewer, weeds or other special assessment.

Amount 2009 – The total amount of other charges added to your tax bill for the 2009 tax cycle.

Amount 2010 – The total amount of other charges added to your tax bill this year.

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

Type of Deduction – No credit, deduction or exemption is automatic. It must be applied for with the appropriate office by the due date of the application for the benefit of the year prior to the year taxes are payable. Various restrictions apply. For more information, call the County Auditor at (317) 327-4646 or visit <http://www.indy.gov/auditor>. Deductions/exemptions provided in this report include the following:

Type of Benefits – Deductions, credits and exemptions are determined annually and are applied to applicable properties.

- **Abatement** – Exemption for eligible properties where taxes have been lowered, generally through the action of the City-County Council.
- **Blind/Disabled** – Deduction for disabled. Must supply proof from a doctor or Social Security Awards letter.
- **Enterprise Zone** – Exemption for eligible properties located within a designated enterprise zone.
- **Geothermal/Solar/Wind/Hydroelectric** – Exemption for eligible properties using solar, wind, hydroelectric and/or geothermal utilities.
- **Homestead/Standard Deduction** – Exemption for owner-occupied primary residence.
- **Investment Deduction** – Deduction for eligible real and personal properties. See I.C. 6-1.1-12.4.
- **Supplemental Standard Deduction** – Additional deduction for homesteads after the application of the Homestead/Standard Deduction.
- **Mortgage** – Deduction for property mortgage for eligible individuals.
- **Nonprofit** – Exemption for eligible properties. See I.C. 6-1.1-10.
- **Over 65** – Deduction for individuals over 65 years of age; subject to income limits and property value caps.
- **Veterans** – Deduction for individuals with service related disabilities or WWI veteran or spouse, must supply awards letter.

Amount 2009 – The amount deducted from your bill in 2009 for each benefit.

Amount 2010 – The amount deducted from your bill this year for each benefit.

Information on the valuation of your property and a copy of the property record card can be obtained from your Assessor or at www.indy.gov/assessor. To obtain a review of an assessment, the taxpayer must file an appeal not later than forty-five (45) days after the date of the required notice (Form 11). If the assessing official fails to send proper notice (Form 11) as required, the taxpayer's receipt of the tax bill resulting from the change of assessment serves as notice of the taxpayer's right to appeal. The appeal filed by a taxpayer must include: (1) the name of the taxpayer; (2) address and parcel or key number of the property; and (3) address and telephone number of the taxpayer (optional Form 130). The assessing official who receives an appeal filed by a taxpayer must: (1) immediately forward the notice to the county board; and (2) attempt to hold a preliminary informal meeting with the taxpayer to resolve as many issues as possible. Taxpayer may use Correction of Error (Form 133) process to allege only objective errors with county auditor (e.g., math error committed in computing assessment). The taxpayer's right to appeal an assessment or petition for correction of error can be found at Indiana Code chapter 6-1.1-15 (found at <http://www.in.gov/legislative/ic/code/title6/ar1.1/ch15.html>). For further instructions on filing an appeal or correction of error, contact your County Assessor at www.indy.gov/assessor or call (317) 327-4907. **Please note that the appeal requires relevant evidence of the true tax value of the property as of March 1, 2009.**

Please list address corrections and email address here.

Authorized by (Please sign here.)

Please call if you have questions regarding your tax bill: **Marion County Treasurer 317.327.4444**
Si necesita ayuda en español, llame a: 317.327.4444

Questions about deductions and abatelements should be directed to: Marion County Auditor 317.327.4646
Questions about exemptions, assessments and appeals should be directed to: Marion County Assessor 317.327.4907

Other Payment Options – Please mail your payment in the enclosed envelope. Other options are:

- ◆ **Automatic Deduction:** You may sign-up to have your property taxes automatically deducted from your bank account. Call 327-4041 for more information or apply with the Treasurer online at www.indy.gov/treasurer.
- ◆ **Payment on the Internet:** Visit the Treasurer's web page at www.indy.gov/treasurer to pay by eCheck or credit card (choose payment options). Refer to Treasurer's Web page for fee schedule.
- ◆ **Credit Card Payment by Phone:** Dial **1-877-553-5TAX** (1-877-553-5829). Refer to Treasurer's Web page for fee schedule. All credit card payments will be processed by Logo Indiana for which a convenience fee will be added to your total. To pay with your credit card online or by phone, you will need your parcel number, and the amount you intend to pay. Credit card and eCheck payments can not be made at the Treasurer's Office.
- ◆ **Bank Payments:** The following banks located in Marion County have agreed to act as agents for taxpayers in accepting property tax payments for transmittal to the Marion County Treasurer. Some banks may charge a fee for this service.

◆ CHASE Bank ◆ Fifth Third Bank ◆ Flagstar Bank ◆ Huntington Bank ◆
◆ First Financial Bank ◆ M & I Bank ◆ Stock Yards Bank & Trust ◆

Please list address corrections and email address here.

Authorized by (Please sign here.)

BANK ACCOUNT DEDUCTION NOTIFICATION

Late Payment Penalty: If paid within thirty (30) days after the due date the penalty is five percent (5%) of the amount due. If paid after thirty (30) days of the due date the penalty is ten percent (10%). Include the late penalty with the tax payment.

Marion County, Indiana TAX STATEMENT

TAXPAYERS' COPY

Keep This Portion For Your Records

PARCEL #	STATE PARCEL #	PROPERTY ADDRESS	TAXING DISTRICT
-----------------	-----------------------	-------------------------	------------------------

TSD CODE

PROPERTY TYPE

STATE TAX HOMESTEAD CREDIT

LOCAL HOMESTEAD CREDIT

NAME AND ADDRESS OF TAXPAYER

LEGAL DESCRIPTION

FIRST INSTALLMENT 2010	SECOND INSTALLMENT 2010
Total Tax Liability FIRST XXX.XX	Total Tax Liability SECOND XXX.XX
Storm Water XX.XX	Storm Water XX.XX
Solid Waste XX.XX	Solid Waste XX.XX
Weeds XX.XX	Return Check XX XX
PAYMENTS	PAYMENTS XX.XX
AUDITOR CORRECTIONS -<XX.XX>	AUDITOR CORRECTIONS
AMOUNT TO BE DEDUCTED FOR FIRST INSTALLMENT	AMOUNT TO BE DEDUCTED FOR SECOND INSTALLMENT
XXX.XX	XXX.XX

BANK ACCOUNT DEDUCTION NOTIFICATION

On May 7, 2010 and November 8, 2010 the amount listed above as "AMOUNT TO BE DEDUCTED" will be charged to the bank account provided by you. If any information has changed, please contact the Treasurer's Office at 327-4040 at least 15 days before the "AMOUNT TO BE DEDUCTED DATE".

Please call if you have questions regarding your tax bill: Marion County Treasurer 317.327.4444
Si necesita ayuda en español, llame a: 317.327.4444

Questions about deductions and abatements should be directed to: Marion County Auditor 317.327.4646
Questions about exemptions, assessments and appeals should be directed to: Marion County Assessor 317.327.4907

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- ◆ **Credit Card Payment by Phone:** Dial **1-877-553-5TAX** (1-877-553-5829). Refer to Treasurer's Web page for fee schedule. All credit card payments will be processed by Logo Indiana for which a convenience fee will be added to your total. To pay with your credit card online or by phone, you will need your parcel number, and the amount you intend to pay. Credit card and eCheck payments can not be made at the Treasurer's Office.
- ◆ **Bank Payments:** The following banks located in Marion County have agreed to act as agents for taxpayers in accepting property tax payments for transmittal to the Marion County Treasurer. Some banks may charge a fee for this service.

◆ CHASE Bank ◆ Fifth Third Bank ◆ Flagstar Bank ◆ Huntington Bank ◆
◆ First Financial Bank ◆ M & I Bank ◆ Stock Yards Bank & Trust ◆

PROPERTY TAX INFORMATION NOTICE

THIS IS NOT A BILL

Late Payment Penalty: If paid within thirty (30) days after the due date the penalty is five percent (5%) of the amount due. If paid after thirty (30) days of the due date the penalty is ten percent (10%). Include the late penalty with the tax payment.

Marion County, Indiana TAX STATEMENT TAXPAYERS' COPY Keep This Portion For Your Records

PARCEL # STATE PARCEL # PROPERTY ADDRESS TAXING DISTRICT

TSD CODE

PROPERTY TYPE

STATE TAX HOMESTEAD CREDIT

LOCAL HOMESTEAD CREDIT

NAME AND ADDRESS OF TAXPAYER

LEGAL DESCRIPTION

FIRST INSTALLMENT 2010		SECOND INSTALLMENT 2010	
Total Tax Liability FIRST	XXX.XX	Total Tax Liability SECOND	XXX.XX
Storm Water	XX.XX	Storm Water	XX.XX
Solid Waste	XX.XX	Solid Waste	XX.XX
Weeds	XX.XX	Return Check	XX.XX
PAYMENTS		PAYMENTS	XX.XX
AUDITOR CORRECTIONS	<XX.XX>	AUDITOR CORRECTIONS	
FIRST INSTALLMENT DUE ON OR BEFORE MAY 10, 2010 ►	XXX.XX	SECOND INSTALLMENT DUE ON OR BEFORE NOVEMBER 10, 2010 ►	XXX.XX

PROPERTY TAX INFORMATION NOTICE

THIS IS NOT A BILL

A mortgage company has requested the original tax statement for this parcel. Therefore, this Property Tax Information Notice was printed to inform you of your taxes. The INSTALLMENT AMOUNT is a semi-annual amount unless it says FULL YEAR INSTALLMENT.

If you are responsible for paying your property taxes directly to the Treasurer's Office even though a mortgage company requested your statement, please mail the check for the INSTALLMENT AMOUNT to Marion County Treasurer, PO Box 6145, Indianapolis, IN 46206-6145. Write your parcel number on your check memo line.

Please call if you have questions regarding your tax bill: Marion County Treasurer 317.327.4444
Si necesita ayuda en español, llame a: 317.327.4444

Questions about deductions and abatements should be directed to: Marion County Auditor 317.327.4646
Questions about exemptions, assessments and appeals should be directed to: Marion County Assessor 317.327.4907

Other Payment Options – Please mail your payment in the enclosed envelope. Other options are:

- ◆ **Automatic Deduction:** You may sign-up to have your property taxes automatically deducted from your bank account. Call 327-4041 for more information or apply with the Treasurer online at www.indy.gov/treasurer.
- ◆ **Payment on the Internet:** Visit the Treasurer's web page at www.indy.gov/treasurer to pay by eCheck or credit card (choose payment options). Refer to Treasurer's Web page for fee schedule.
- ◆ **Credit Card Payment by Phone:** Dial **1-877-553-5TAX** (1-877-553-5829). Refer to Treasurer's Web page for fee schedule. All credit card payments will be processed by Logo Indiana for which a convenience fee will be added to your total. To pay with your credit card online or by phone, you will need your parcel number, and the amount you intend to pay. Credit card and eCheck payments can not be made at the Treasurer's Office.
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