

RFB: ITB0007874

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Due Date: 12/08/2010 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 CITY/COUNTYWIDE PRINT, MAIL & COPY SERVICES FOR THE CONSOLIDATED CITY OF INDIANAPOLIS/MARION COUNTY.

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:

PRE-PROPOSAL CONFERENCE: FRI., NOVEMBER 19, 2010 AT 10:00 AM

VENDOR QUESTIONS DUE: MON., NOVEMBER 22, 2010 AT 12:00 NOON

PROPOSALS DUE: WED., DECEMBER 8, 2010 AT 12:00 NOON

LATE PROPOSALS WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.

| Line                                          | Quantity | Unit | Unit Cost | Total Cost |
|-----------------------------------------------|----------|------|-----------|------------|
| 001                                           | 1.00     | EA   | \$        | \$         |
| CITY/COUNTYWIDE PRINT, COPY AND MAIL SERVICES |          |      |           |            |
| Grand Total: \$                               |          |      |           |            |

"U.S. MANUFACTURED PRODUCT PREFERENCE CERTIFICATION"

THIS IS TO CERTIFY UNDER PENALTIES OF PERJURY THAT EACH OF THE BIDDER'S AND PRODUCTS, EXCEPT THOSE LISTED BELOW, ARE A U.S. MANUFACTURED PRODUCT AS STATED IN IC 5-22-15-21. A PRODUCT IS MANUFACTURED IN

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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 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               | _____                      |                     |       |
|                  | Representative (Signature) |                     |       |

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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- 7874**

### **REQUEST FOR PROPOSALS**

The City of Indianapolis Purchasing Division requests proposals from qualified Vendors for

### **Print, Copy and Mail Services**

#### **PROPOSAL**

The City of Indianapolis understands that respondents may have questions that cannot be answered by the information contained within this Request for Proposals ("RFP"). All questions shall be submitted in writing by 12:00 noon, local time on Monday, November 22, 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 [Wendy.Thanisch@indy.gov](mailto:Wendy.Thanisch@indy.gov)

#### **PRE-PROPOSAL CONFERENCE**

The City of Indianapolis will conduct a Pre-Proposal Conference on Friday, November 19, 2010 at 10:00 AM, local time in the City/County Building, 200 East Washington Street, Indianapolis, IN 46204, Room 118, on the first floor. Prospective Vendors will be given the opportunity to ask questions, receive clarification, or simply obtain a greater understanding of the project prior to proposal submission. If you are planning on attending the conference, please allow extra time to pass through building security.

#### **PROPOSAL SUBMITTAL DEADLINE:**

**Date: December 8, 2010 @ 12:00 Noon Local Time**

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

The City of Indianapolis 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**

**Print, Copy and Mail Services**

**(RFP-10-7874)**

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## 1. Executive Summary

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

The City seeks proposals from qualified Vendors for the implementation of a Print, Copy and Mail Services solution for the City. The resulting program is intended to be a working partnership with one (1) or more selected Vendors who will replace the City’s current management solution for copy, fax, scan, print equipment and mail services. Other post print specialty operations are also to be included. **The City seeks to reduce costs, improve enterprise function, increase productivity and create financial and operational efficiencies beyond our current state.** The City is not asking for a full managed print solution as a result of this RFP. However, the City asks that Vendors provide a solution that will establish the initial structure for a managed print solution. Vendors may provide responses to all portions of this RFP or submit only those portions of the RFP that are commensurate with their business operations. Please clearly state the extent of your proposal on the first page of your response.

The City anticipates this service includes multifunction devices (MFDs) – both black and white and color, copiers, (networked and non-networked) and possibly software that provides a management solution allowing agencies to track all device usage. Vendors should provide access to (but not necessarily a Vendor function) any offset printing needs to the City through a quote mechanism adherent to public procurement regulations. The awarded Vendor(s) shall work with the City to establish the requirements for such operations. The City is including in this proposal a request for mail services within the enterprise. This service should include metering, affixing postage and presorting all qualifying first class mail with the goal of reducing costs to the maximum extent possible and delivering the mail to the United States Postal Service. The selected Vendor may choose to lease space in the City/County building or use an offsite facility. If an offsite facility is the selected option, the City will reserve the right to inspect the facility at any time during regular business hours.

Also noted in this RFP, and established under the current contract is a “Copy Center.” This Center is described in more detail in the background section of this document. The ultimate solution may or may not include the Copy Center. If a Proposer chooses to include a Copy Center as part of its proposal, please provide operational information with regard to the Center.” If a Copy Center is not included in the proposal, please provide an alternative source for what services the Center currently provides, along with location site, cost and equipment requirements.

The successful Vendor should work with the City to evaluate the needs of each participating agency, determine future efficiencies, recommend solutions to document production/reproduction that will result in increased efficiencies and cost reductions and assist agencies in implementation of such solutions. As a matter of this course, the selected Vendor should work with the City’s existing Vendor to establish a phase-out plan for any equipment leased to the City by the current contract holder.

The successful Vendor shall provide all equipment and consumable supplies for the machines provided (except paper). They must coordinate work with City contracted vendors and Information Services Agency (ISA) to resolve connectivity issues for the City network and all maintenance/service issues. This includes establishing a broad range of infrastructural and architectural controls to insure both flexibility and accountability for both the Vendor and the Agencies serviced.

The successful Vendor should supply all Multi-Function Devices and copiers regardless of use as network capable when delivered to a City agency. The Vendor should anticipate that all non-networked copiers may be added to the network in the future.

The City is currently undergoing an Enterprise Resource Planning (ERP) implementation program. Oracle, PeopleSoft will eventually effect billing services and print resources. Thus, the City asks that the selected Vendor have the flexibility to work with the new accounting module when it is fully implemented and other modules as they are brought into service during the term of the resulting agreement.

Each Vendor must state its willingness to work with the City to establish a viable billing methodology. Both single and multiple billing concepts may be entertained. Regardless of the concept chosen, the City will require the use of monitoring software for all printing devices that will check on usage volume and confirmation of charges to the City. From the date of contract execution, the awarded Vendor should be able to use such monitoring software to conduct a periodic review of the print needs for all City accounts. Billing should impart impact information to the agencies so they can have a clear picture of their document management stratagem, be able to make print services decisions and set budget appropriately. The Vendor should provide a means to measure and monitor ongoing usage of equipment and savings to City agencies.

## **2. City Print/Copy Background**

The primary purpose for including this extensive background information is to present the minimum capability required for print, mail and copy services. The background provided shows the current processes used to satisfy City/County needs. Please be advised that this does not consider any desktop or free standing devices within agencies that have separate print, copy and mail agreements. Vendors should use this section as reference to assist in formulation of the RFP response. An assessment of the current enterprise print environment (Appendix C) was recently performed by the City's Facilities Management Contract. The resulting data presents a snapshot of the environment as it existed in September and October of 2010, and is indented to provide the Vendor community a more realistic look at the City's print and device volumes.

The City began outsourcing copy and print service needs nearly two decades ago, at which time it terminated several in-house print shops owned by departments and operated by City employees. A single Copy Center, located within the City-County Building (CCB) and designed for all departments and agencies, was put into service along with a convenience copier program to meet "walk-up" needs. (See RFP 4. Copy Center Background). The City continued this arrangement and added Mail Services.

The current provider agrees to pay an annual license fee for use of three rooms totaling approximately 1,637 square feet of space at a current cost of \$10.34 per square foot. The current provider maintains ownership and control of the equipment, resources and processes, and has contractually agreed to provide the services in accordance with the City's needs.

In addition, the City and current provider have continued a high volume (Data Center) unit directly connected to the main frame system and located in ISA. While owned by the current provider, the Data Center production highlight printer is operated by Northrop Grumman Corporation, a contracted informational technology vendor with ISA.

The city does not pay for electronic scanned images and does not intend to pay for these in future contracts.

The following table is an approximation of fixed base and networked print units that are currently in use. Vendors should note that re-evaluation of agency services as requested in this RFP will result in reconfiguration and/or elimination of equipment, processes and functions in certain areas that could affect the numbers.

| Current Type of copy work from September 2009 to August 2010 (Figures are monthly averages for the period indicated)                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Copy Work Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Volumes                                                                                                                                                           |
| Data Center – The City currently operates a Data Center with one (1) production highlight printer that is linked to the main frame for immediate, high volume print needs twenty-four (24) hours a day, seven (7) days a week. (Availability requirement: 99.0% uptime) (Service requirement: 2 hr incident response time) The City will need to maintain this at the outset of any new agreement due to the present mainframe configuration. However, as the City implements ERP, the usage or necessity of this machine will be re-evaluated. | Available data shows a simple monthly average of print jobs such as; mainframe reports, subpoenas, jury summons, payroll cards, etc.<br><br>Approximately 400,000 |
| Copy Center- (Two (2) High volume copiers and one (1) smaller MFD) The City currently has subleased space to the Vendor through the Indianapolis Building Authority (IBA)]. The space is being used as a copy center for larger volume work. Proposals may include the Copy Center or may not, dependent on the proposed solution                                                                                                                                                                                                               | Simple average per month (Black and White):<br>Approximately 400,000                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Simple average per month (Color):<br>Approximately 3,300                                                                                                          |
| Fleet Volume (61 Copiers)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Simple average per month (Black and White):<br>Approximately 123,000                                                                                              |
| Fleet Volume (226 Multi-Function Devices)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Simple average per month (Black and White):<br>Approximately 1,650,000                                                                                            |

The current provider shows the following listing of equipment in service to the City. The numbers of print/copy devices that are not in the City/County Building are in various City Agency locations within Marion County:

| Xerox Print Device Model Number | Number of Print Devices | Number of Locations where units are in service | Pages Per Minute (B/W = Black and White, C = Color) |      |
|---------------------------------|-------------------------|------------------------------------------------|-----------------------------------------------------|------|
| 412                             | 6                       | 5                                              | 12 B/W                                              |      |
| 4118                            | 17                      | 16                                             | 18 B/W                                              |      |
| 4250                            | 4                       | 4                                              | 45 B/W                                              |      |
| 6180                            | 1                       | 1                                              | 31 B/W                                              | 20 C |
| 7335                            | 1                       | 1                                              | 35 B/W                                              | 35 C |
| 7345                            | 1                       | 1                                              | 45 B/W                                              | 45 C |
| 7428                            | 1                       | 1                                              | 28 B/W                                              | 28 C |
| 7435                            | 4                       | 3                                              | 35 B/W                                              | 30 C |
| 8860                            | 12                      | 11                                             | 30 B/W                                              | 30 C |
| 4250x                           | 1                       | 1                                              | 45 B/W                                              |      |
| 6400x                           | 2                       | 1                                              | 37 B/W                                              | 32 C |
| C35                             | 1                       | 1                                              | 35 B/W                                              |      |
| CC255                           | 1                       | 1                                              | 55 B/W                                              |      |
| Colorcube                       | 1                       | 1                                              | 50 B/W                                              | 50 C |
| DC 255                          | 1                       | 1                                              | 55 B/W                                              |      |
| DC 420                          | 13                      | 10                                             | 20 B/W                                              |      |
| DC 432                          | 17                      | 9                                              | 32 B/W                                              |      |
| DC 440                          | 4                       | 2                                              | 40 B/W                                              |      |
| DC 535                          | 1                       | 1                                              | 35 B/W                                              |      |
| DC 555                          | 3                       | 3                                              | 55 B/W                                              |      |
| M15                             | 4                       | 4                                              | 15 B/W                                              |      |
| MFD 8860                        | 1                       | 1                                              | 30 B/W                                              |      |

| Xerox Print Device Model Number             | Number of Print Devices | Number of Locations where units are in service                         | Pages Per Minute (B/W = Black and White, C = Color) | Xerox Print Device Model Number |
|---------------------------------------------|-------------------------|------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------|
| Phaser 8860                                 | 7                       | 4                                                                      | 30 B/W                                              | 30 C                            |
| WC 232                                      | 3                       | 1                                                                      | 32 B/W                                              |                                 |
| WC 238                                      | 3                       | 1                                                                      | 38 B/W                                              |                                 |
| WC 245                                      | 6                       | 4                                                                      | 45 B/W                                              |                                 |
| WC 255                                      | 7                       | 3                                                                      | 55 B/W                                              |                                 |
| WC 4150                                     | 1                       | 1                                                                      | 45 B/W                                              |                                 |
| WC 4250x                                    | 1                       | 1                                                                      | 45 B/W                                              |                                 |
| WC 5030                                     | 42                      | 25                                                                     | 30 B/W                                              |                                 |
| WC5050                                      | 1                       | 1                                                                      | 50 B/W                                              |                                 |
| WC5632                                      | 22                      | 11                                                                     | 32 B/W                                              |                                 |
| WC5635                                      | 1                       | 1                                                                      | 35 B/W                                              |                                 |
| WC5638                                      | 10                      | 5                                                                      | 38 B/W                                              |                                 |
| WC5645                                      | 12                      | 3                                                                      | 45 B/W                                              |                                 |
| WC5655                                      | 4                       | 3                                                                      | 55 B/W                                              |                                 |
| WC5665                                      | 2                       | 2                                                                      | 65 B/W                                              |                                 |
| WC5675                                      | 2                       | 2                                                                      | 75 B/W                                              |                                 |
| WC7328                                      | 31                      | 15                                                                     | 28 B/W                                              | 28C                             |
| WC7335                                      | 10                      | 7                                                                      | 25 B/W                                              | 35C                             |
| WC7345                                      | 13                      | 8                                                                      | 45 B/W                                              | 35C                             |
| WC7425                                      | 1                       | 1                                                                      | 25 B/W                                              | 20C                             |
| WC7435                                      | 1                       | 1                                                                      | 35 B/W                                              | 35C                             |
| WC7655                                      | 2                       | 2                                                                      | 55 B/W & 65                                         | 40C & 50                        |
| WC7665                                      | 2                       | 2                                                                      | 65 B/W                                              | 50C                             |
| WCP238                                      | 1                       | 1                                                                      | 38 B/W                                              |                                 |
| WC7335                                      | 1                       | 1                                                                      | 35 B/W                                              | 35C                             |
| WC7328                                      | 2                       | 2                                                                      | 28 B/W                                              | 28C                             |
| WC7428                                      | 1                       | 1                                                                      | 28 B/W                                              | 28C                             |
| WC255                                       | 1                       | 1                                                                      | 55 B/W                                              |                                 |
| Totals<br>W/O Data Center or<br>Copy Center | 287                     | 189 Note: Different Model<br>Machines may have a<br>matching location. |                                                     |                                 |

|                                                                          |   |   |                                 |   |
|--------------------------------------------------------------------------|---|---|---------------------------------|---|
| <b>Copy Center</b>                                                       | 3 | 1 | High Speed<br>& Standard<br>MFD | C |
| Digital Docutech<br>(Newly<br>Remanufactured or<br>Demo Model)           |   |   |                                 |   |
| Docu Color 3535                                                          |   |   |                                 |   |
| Digital Convenience<br>Copier with<br>Copy/Print/Fax                     |   |   |                                 |   |
| Various Finishing<br>Binding Equipment<br>(Reference the table<br>below) |   |   |                                 |   |

|                                                 |   |   |            |                   |
|-------------------------------------------------|---|---|------------|-------------------|
| <b>Data Center</b>                              | 1 | 1 | High Speed | Highlight Capable |
| DocuTech 128<br>production highlight<br>printer |   |   |            |                   |

The following specialty services are currently furnished to the City at no additional cost through the Copy Center.

|                      |                       |                                       |
|----------------------|-----------------------|---------------------------------------|
| Cutting Paper        | Labels                | Bates Labels                          |
| Clip Bind            | Fold and Collate      | Chipboard                             |
| Drilling             | Stapling              | Tabs                                  |
| High Speed Folding   | Lamination (8 ½ x11)  | Transparencies (Black and White)      |
| Collating            | Lamination (8 ½ x 14) | Velo Bind                             |
| Cut and Paste        | Padding               | Other Docutech Functions (except GBC) |
| Folding and Stuffing | Shrink Wrap           |                                       |

#### Current Vendor Spend Report - Totals

TimeFrame: 2009

| Contract Line Items                                      | QTY             | Cost Per      | Total Cost   |
|----------------------------------------------------------|-----------------|---------------|--------------|
| Postage                                                  | 310,875         | Varies w/size | \$173,343.72 |
| Mailing Services Management fee                          | 310,875         | Varies w/size | \$59,957.38  |
| Copy Center B/W Copies Per Impression (Excludes Paper)   | 5,004,149       | 0.031         | \$155,128.62 |
| Copy Center Color Copies Per Impression (Excludes Paper) | 24,134          | 0.78          | \$18,824.52  |
| Copy Center Paper Used for printing(per Sheet)           | 3,282,245       | Varies w/size | \$38,850.01  |
| Copy Center GBC Binding                                  | 2,777           | 1.75 - 2.00   | \$4,865.50   |
| Convenience Copies                                       | 2,093,081       | 0.0265        | \$55,466.64  |
| Paper Aggregate / Misc                                   | 73,121          | Varies        | \$205,889.81 |
| Equipment Lease Payment                                  | 236 as of 12/09 | Varies        | \$627,651.22 |
| MFD Overage Fees                                         | 3,769,985       | Varies        | \$31,939.17  |
| MFD Management Fee                                       | 18,405,326      | 0.0025        | \$42,606.58  |
| MFD & Convenience Volume Usage for 2009                  | 20,498,407      |               |              |

### 3. Mail Services Background

The primary purpose for including this extensive background information is to present the minimum capability required for print, mail and copy services. Mail Services for the City are provided under the current agreement. The current provider operates a Mail Services Center within the Copy Center, and processed approximately 310,875 pieces of outgoing U.S. mail in Fiscal Year 2009. In addition to processing the City's routine mail, the current provider has consulting and training services available at various times throughout the year, and assists with special mailing projects.

Departments and Agencies are billed based on postage and volume. All Mail Services and Copy Center work are picked up and delivered to end users. There is a minimum of five (5) pick-ups and drop-offs per day. There are a minimum of thirty-three (33) such points within the City/County Building (CCB). The stops run from 9:00 a.m. through 4:30 p.m. at approximately one (1) hour and thirty (30) minute intervals. The following is a list of current CCB rooms and other locations where mail service is provided.

| CCB Center Tower<br>(By Room Number)                                                                                              | CCB East Wing<br>(By Room Number)                                            | CCB West Wing | Miscellaneous                                                          | Car Runs<br>(Within Marion County)                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2560,2521,2460,2421,<br>2301,2360,2222,2242,<br>2140,2041,2042,1942,<br>1860a,1860b,1841,1660,<br>1601, 1541,1521,1522<br>and 241 | E405,E315,E303,E301,<br>E272,E254,E241,E220,<br>E211, E209, E208,and<br>E120 | On Call       | 40 South Alabama<br>(Once Daily)<br><br>148 E. Market<br>(Twice Daily) | 602 N. Sherman Dr.<br>604 N. Sherman Dr.<br>1725 S. West Street<br>1735 S. West Street<br>2700 S. Belmont – (Solid Waste<br>& Engineering Building)<br>3549 Boulevard Place<br>Indianapolis Fleet Services<br>Union Station 3 <sup>rd</sup> Floor<br>139 E. Ohio Street<br>555 North New Jersey |

Citywide – Print, Copy and Mail Services

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The current arrangement allows for walk-up Mail Services and Copy Center Services. All mail services include weigh, meter and affix postage prior to delivery to a presort facility. All mail is assumed to be first class unless other directions are provided. All mail that is reasonably presumed to qualify for first class presort receives this postage. Postal mailing labels are provided for flats and packages. The mail is then delivered to a "presort facility" for application of bar codes, bundle and processing at the most efficient U.S. Postal Service rate. The current agreement does not cover incoming mail, United Postal Service, Federal Express or any private mailing Vendor.

All mail is delivered to the presort facility on the same day it is picked up from the City/County locations. The presort facility delivers the mail to the U.S. Postal Service on the same day it is received from the service provider. The processing of all mail is fully expedited. Mass mailings are provided in an acceptable time frame. Mail services are available daily except City/County Holidays.

#### **4. Copy Center Background**

The primary purpose for including this extensive background information is to present the minimum capability required for print, mail and copy services. The Copy Center was established to handle City high volume print jobs and secondary operations. Currently, the Copy Center is combined with the Mail Services in terms of building placement. As mentioned, there are three sub-leased rooms in the CCB that house the Copy Center. This is a sub-lease arrangement through the Office of Finance & Management and is outside the scope of this RFP.

The purpose of the Copy Center is to make available copy, print, mail and graphics services for all departments, agencies and quasi government agencies. The Copy Center serves as the central source for print jobs both inside and outside the City/County complex. Quoting services are offered by the current provider to fulfill any auxiliary print needs (offset printing, etc.).

The current provider is responsible for design, staffing and management of the Copy Center on a daily basis. All equipment used in the Copy Center is provided, used and maintained by the provider for the duration of the agreement. This includes the training of its employees assigned to the Copy Center.

For general photocopy and binding work, the provider meets the delivery expectations of the end user including same day service and all first come-first served work. The end user is notified immediately if a deadline cannot be met.

The current provider has a working relationship with the City's contract manager for reporting on various aspects of Copy Center operations at a monthly meeting. There is a current provider requisition system established for all print/copy work. The current provider has a courier system that picks up both print jobs for the Copy Center and outgoing Mail. (Please reference 3. Mail Services Background for routes and times)

Jobs produced that are not acceptable to the requesting agency are immediately re-run or corrected at no additional charge. Acceptance of work is verified in a two (2) hour time period after return to an agency.

Copy Center hours currently are 7:00 a.m. to 12:00 midnight, Monday through Friday, excluding City Holidays and four (4) hours of work on Saturday. Additional hours may be required at peak times of the year.

Current staffing levels are as follows:

| <b>Personnel</b>  | <b>Time Available</b>  | <b>Lead</b> | <b>Assigned Area</b> |
|-------------------|------------------------|-------------|----------------------|
| One (1) Associate | 6:00 a.m. to 3:00 p.m. | Yes         | Copy Center/Mail     |

| Personnel          | Time Available         | Lead | Assigned Area         |
|--------------------|------------------------|------|-----------------------|
| Two (2) Associates | 9:00 a.m. to 6:00 p.m. | No   | Copy Center/Mail      |
| Two (2) Associates | 6:00 a.m. to 3:00 p.m. | No   | Copy Center/Mail      |
| One (1) Associate  | 3:00 p.m. to Midnight  | No   | Copy Center           |
| One (1) Associate  | 7:00 a.m. to 4:00 p.m. | Yes  | Site/Fleet Management |
| One (1) Associate  | 9:00 a.m. to 6:00 p.m. | No   | Site/Fleet Management |
| One (1) Associate  | 4 Hours                | No   | Copy Center/ Fleet    |

- Staffing is tentative and subject to work load and customer requirements.
- Saturday hours are performed on an “as needed” basis agreed upon by the City.
- Current provider (Lead) personnel and the City Contract Manager will resolve any differences.

**Note: Vendor's may view a copy of the current City Contract by going to the “FileBound” Web site and use the following information:**

- Web Site Address: <https://indy.filebound.com/V5/Default.aspx?ReturnUrl=%2fV5%2fHome.aspx>.
- User Name: Public
- Password: Public
- Contract Number: 58 to 58 for XEROX CORPORATION FINANCE CENTER
- You may need to load and install the FileBound document viewing software to read the document. You will be prompted for this after entry into the FileBound web site.

## 5. General Vendor Qualifications

Vendors submitting responses may be any of the following:

- Print/Copy equipment manufacturers;
- Vendors directly authorized or licensed by the manufacturer to provide for system design and installation;
- Mail services centers or;
- Vendors that have a solid history of working with the equipment manufacturer in a good relationship at the time of proposal submission

In all situations, this will involve factory trained/certified technicians. In all situations, the equipment manufacturer must formally stand behind its warranty and service claims.

## 6. Proposal Timeline and Submittal Information and Address

The City has established the following tentative timeline for the administration of this RFP. These dates are subject to amendment at the City's discretion.

| Activity                                          | Date & Time                                         |
|---------------------------------------------------|-----------------------------------------------------|
| RFP Released to Vendor Community                  | Wednesday, November 10, 2010                        |
| Pre-Proposal Conference                           | Friday, November 19, 2010 – 10:00 AM Local Time     |
| Final Written Questions Due from Vendors to City  | Monday, November 22, 2010 – 12:00 Noon, Local Time  |
| Final Response to Written Questions from the City | Friday, November 29, 2010 – Posted as an Addendum   |
| Proposals Due                                     | Wednesday, December 8, 2010 – 12:00 Noon Local Time |

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 Street, Indianapolis, Indiana 46204**

Proposals must be received by the Purchasing Division and time stamped by the deadline. The City will not consider any proposals received after the official deadline. (The City will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service, and Vendors are strongly encouraged to take any steps necessary to ensure that the proposal is received on time.)

**A Pre-Proposal Conference will be held to address Vendor questions surrounding the RFP. Interested Vendors are strongly encouraged to attend this conference. This event will be held on Friday, November 19, 2010 at 10:00 AM, local time at the following location: Indianapolis City/County Building, 200 East Washington Street, Indianapolis, IN 46204, room 118 on the first floor. If company representative(s) plan on attending the conference, please allow extra time to pass through building security.**

Any specific questions or comments concerning the RFP may:

- Be presented during the *Pre-Proposal Conference*; (Note- Questions submitted orally during the pre-proposal conference should also be submitted in writing to be assured of a proper response.
- Be presented by fax to the attention of Ms Wendy Thanisch, Buyer at 317-327-4493 or
- Be e-mailed to [Wendy.Thanisch@indy.gov](mailto:Wendy.Thanisch@indy.gov), Buyer, no later than 12:00 noon, local time on Monday, November 22, 2010. (Questions or comments received after this time will not be entertained.)

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

Vendors shall note that only the *written* answers provided will be binding on the City. These answers shall represent the City's official position and supersede any previous oral statements made during the Conference or at any time by City staff. The written answers will be posted on the City Purchasing Division web site ([www.indy.gov/purch](http://www.indy.gov/purch)) as addenda to this RFP.

**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](http://www.indy.gov/purch) under the appropriate project heading. Addenda and updates will NOT be sent directly to Vendors. It is recommended that any Vendor submitting a proposal check the web site daily for addenda and updates after the release date. Vendors should print out, sign and return addenda acknowledgement(s) with their RFP.**

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

## **7. Submission Format**

- Vendor shall supply a sealed box/envelope containing one (1) signed Original (hard copy) of the entire proposal and four (4) electronic Compact Disks, preferably in Microsoft Office Suite Programs or PDF format separated as follows: Two (2) Compact Disks should be marked with "Vendor Name, RFP 10-7874 - Proposal" and should contain the entire proposal except any information pertaining to Cost Proposal / Budget. The remaining two (2) Compact Disks should contain any and all information pertaining to pricing or costs and should be marked with "Vendor Name, RFP # 10-7874 – Cost Proposal / Budget". Please clearly identify the Compact Disks accordingly.

- The box/envelope shall be clearly labeled with the Vendor's name and "**RFP # 10-7874 – City Wide - Print, Copy and Mail Services Due Date: Wednesday, December 8, 2010 at 12:00 noon local time.** An authorized representative of the Vendor must sign the proposal.
- **Original (hard copy) proposals** shall be presented in a professional manner. The response should use standard 8-1/2 inch x 11 inch, white, 20 lb. paper printed on one side only, no staples, binding, and punctures or piercing of any kind.
- Proposals should be appropriately titled on the front cover with the RFP name, RFP number, Proposer's name and the due date.
- Proposals may be fastened with standard metal spring type clips or plastic clips that are easily removable, or may be placed in a basic three ring binder. Proposal pages should be sequentially numbered.
- Any manuals, foldouts that contain charts, spreadsheets, and oversize exhibits are permissible but must be bound separately and referenced in the proposal.
- Tabs or other separators should serve to divide major sections of the proposal. Electronic copies shall have the same content as the original and hard copies on Compact Disk
- 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 11 pt.
- The Vendor 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 the City.
- 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 City concerning the acquisition. Proposals shall be prepared as simply as possible to provide straightforward, concise descriptions of the Vendor'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.

## **8. Response Format – Section Definitions and Requirement Details**

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

| Response Section | Description                             |
|------------------|-----------------------------------------|
| A.               | Transmittal Letter                      |
| B.               | Company Background and Team Arrangement |
| C.               | Reference Reviews                       |
| D.               | Vendor History                          |
| E.               | Scope of Services                       |
| F.               | MBE/WBE/VBE Participation               |
| G.               | Basic Service Agreement Acceptance      |
| H.               | Additional Information                  |
| I.               | Cost Proposal / Budget                  |

## A. Transmittal Letter

The Vendor shall first submit a formal transmittal letter on *official company letterhead* that contains the following:

- **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 you feel might be especially important to the City.
- **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.
- **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.
- **Signature of Authorized Representative** – An authorized representative of the firm must sign the transmittal letter.

## B. Company Background and Team Arrangement

Please provide the following information:

- Provide a company overview, including dates of incorporation, of all affiliates or third parties, and number of employees including; company name, business address, year established and former name if applicable.
- Are you a part of a larger company? If so, briefly describe the degree of corporate support.
- How many networked customers do you currently service?
- What is your company's mission or corporate philosophy statement? What is your company's focus (cost, quality, etc.)? How do you differentiate your company from your competitors?
- Where are your warehouses and service facilities located?
- What is the strategy that your organization uses to assess printing needs?
- Please provide proof of financial solvency (e.g. company balance sheets for the previous year)
- 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 Vendor must assume all responsibility for the entire project, including the work of any of its subcontractors.) Reference
- Please include any general pre-printed literature regarding your company in this section.

## C. Reference Reviews

Please provide a detailed list of references showing your expertise and experience in providing the services requested. A minimum of six (6) references are required for this RFP. References should include project description, contact names, addresses, phone and e-mail. Three (3) references shall be from current clients and three (3) from past clients. References shall be selected on the basis of similarity to the size and scope of this RFP.

## D. Vendor History

- The Vendor must be a "responsible" Vendor that is both ethically and financially in good standing within the industry, as determined by the City. If the Vendor'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 Vendor's position on the matter(s). If the Vendor has experienced no such terminations for default in the past three years, then it should so indicate.
- Prime Vendors who are not actual equipment manufacturers should discuss their relationship with the manufacturer, including the history of the partnership, formal training programs, formal certifications or authorizations, and any additional contractual or warranty benefits that will accrue to the City based on the business relationship between the two entities. A warranty statement or letter from the manufacturer attesting to its commitment to the warranty should be included.

## **E. Scope of Services**

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

- E.1. General Feature Requirements – Vendor should provide a brief narrative delineating the general understanding of the services and the approach proposed to complete the required work.
- E.2. Vendor should provide a detailed description of the "Scope of Services" to be completed including how the Vendor will address the main areas. All the areas of the Scope of Services listed below must be clearly addressed. For ease of scoring, responses to this section shall be kept in the same order in which they appear herein.

### **E.3. Scope of Services – General Print/Copy Needs**

- E.3.1. The successful Vendor shall provide all equipment and consumable supplies for the machines provided (except paper).
- E.3.2. Vendors should describe in detail their equipment transition plan.
- E.3.3. Please describe the methodology for providing management of equipment and supplies.
- E.3.4. Describe your method of supplying on-going "Measurement of Savings" reports. Describe the report content break-down, how they can be analyzed and frequency of reporting.
- E.3.5. The City wishes to work with a Vendor who will be flexible in responding to the needs of the City. From time to time, the City may require additional or reduced print/copy needs based on multiple factors (e.g. facility change, staff restructuring, higher or lesser volume requirements, etc.) Please describe your response to flexibility regarding print/copy services provided.
- E.3.6. Please provide a brief overview of the line of MFD/Copier devices that would meet the City's needs.
- E.3.7. Vendor should be able to offer enrollment of newly acquired copiers when an MFD is not appropriate. Please explain your capability to offer such units. What is your methodology regarding using MFDs rather than copiers?
- E.3.8. The Vendor should work with City Purchasing to be sure all City and State requirements are met when outsourcing print jobs that Vendor is not capable of producing.
- E.3.9. All digital artwork generated or incorporated as a result of City requirements shall become the property of the City of Indianapolis, and, shall be presented to the City in a reproducible format agreed to by the City and the Vendor.
- E.3.10. In rare instances, the City will have a need for copiers that will service the general public. The City would like suggestions regarding copy equipment that has payment technology, provides a receipt for the public and tracks use for reporting to an agency.
- E.3.11. Describe what green or sustainable initiatives your organization embraces and how they impact the City's needs and this RFP.
- E.3.12. Vendor should explain their ability to work with the City and ISA to provide a means for quickly and efficiently resolving print issues involving the City's network.
- E.3.13. Vendor should explain how it will advise the City on current technology upgrades, discontinuance of equipment provided to the City and any corporate changes within the Vendor business that may involve the City.
- E.3.14. Is your company able to provide monthly, quarterly and yearly reports of account activities? This would include information on service calls, volume, and pages between failures, additions, deletions and changes to the account.
- E.3.15. Please define what your software for the network can do. (Functions provided for the networked PC related to the print devices)
- E.3.16. What data security does your proposed system provide? What are your data security operations for copiers and MFDs that are taken out of service, specifically related to data on hard drives? Does all your equipment contain software functions to automatically overwrite existing hard drive information?

#### **E.4. Scope of Services - Print/Copy Equipment Technology Specifications**

All devices should be network compatible to avoid any need for replacement due to connectivity.

- E.4.1. Do the proposed MFDs work with multiple operating system platforms? If so, include all platforms that are supported.
- E.4.2. All proposed equipment should have print controller language (PCL) and/or PostScript versions of print drivers available to the City with each model provided.
- E.4.3. The data stream to the production printer in the "Data Center" originates from the Mainframe system MVS via automated Infopac processing.
- E.4.4. Any "Data Center" production highlight printer proposed must have Magnetic Ink Character Recognition (MICR). The machine must be compatible with both the IBM Mainframe and Intel platforms. Any installation of equipment must have the capability of Line Conditioned Data Streams (LCDS) Metacode, IBM.
- E.4.5. Please describe all features and functionalities associated with scanning.
- E.4.6. Please describe all features and functionalities associated with faxing. Will proposed solution have the capability of faxing from a networked PC?
- E.4.7. Describe the administration tools and capabilities of the proposed MFDs.
- E.4.8. All software upgrades to both run MFDs and associated monitoring processes should be included in the pricing for each unit.
- E.4.9. Please address direct printing via an IP address or printing via a print server?
- E.4.10. Please provide the components for a site survey for machine installation. Include network connection, power connection, phone lines, IP address, etc.
- E.4.11. Is there a way to secure print documents? Can this methodology be applied only to select documents or select users?
- E.4.12. The City's e-mail environment is hosted on a Microsoft Exchange 2003 platform and accessed by the Microsoft Outlook 2007 client.
- E.4.13. Describe the capabilities of the equipment proposed to adapt to changing technology and the print environment.

#### **E.5. Scope of Services – Print/Copy Service Levels**

- E.5.1. Describe the service levels provided for both regular service and emergency service. Be sure the time frames are specific. Vendor response, regardless of service level, should include a qualified service technician with the proper service and evaluation equipment, within the allotted time frame, to evaluate and resolve all needs short of equipment replacement. If replacement is necessary, the Vendor Service Technician should have the ability to authorize full replacement equipment, repair parts, modules and supplies to fully restore print capability.
- E.5.2. What additional aspects of customer service are available?
- E.5.3. In the event that the Vendor fails to provide services within the service level time requirements, the City may charge a penalty fee based upon an agreed upon formula.
- E.5.4. Please explain how your service levels will be monitored and reported? How will the City be notified of service level issues and uptime?
- E.5.5. At what point and degree would a machine be replaced due to continuous maintenance needs? Please list standard turn-around time for replacement of machines.
- E.5.6. What compensation or motivation encourages your employees to provide superior customer service?
- E.5.7. Please explain all proposed avenues for handling City requests for service and supplies? (E.g. Internet, phone, fax, other) Please include your ability to provide immediate confirmation of a service request (e.g. name of technician, dispatch time, contact information, etc.).
- E.5.8. Please provide minimum training and education requirements for service technicians and any required certifications.
- E.5.9. Please describe any "user" components that can help maintain uptime and minimize service technician calls.

- E.5.10. Will any part of your services be subcontracted? If yes, please provide a listing of company names and locations for subcontractors along with contact information.
- E.5.11. What standards and requirements do you establish for subcontracted services? Do you measure and monitor compliance? If yes, please provide examples.
- E.5.12. Do responding technicians maintain a spare parts inventory with them? If yes, please provide a listing of parts that can be provided on site.
- E.5.13. Please provide all the resources/functions the Vendor expects to be provided by City, ISA.
- E.5.14. Please identify whom, from your company, will be installing and configuring the machines in the various City Agencies. Vendor will be asked to supply background check for each of their employees or subcontracted employees assigned to the resulting contract. Vendor should be aware that there will be special restrictions for entering Marion County Jail and associated, secure facilities. Vendors will be required to abide by all rules and regulations governing entry to such facilities.
- E.5.15. Are there any client side software/devices/drivers that need to be installed on end user machines?
- E.5.16. What is your procedure for moving current existing settings; address books, etc. from existing machines to new machines? Please include your process for working with the existing vendor machine information and transition?

#### **E.6. Scope of Services - Print/Copy Training Requirements**

- E.6.1. Vendor will need to provide Agency by Agency training on equipment supplied to any agency.
- E.6.2. Please outline the standard training format you propose using to train City Agency employees.
- E.6.3. Who will provide ongoing training support? Describe your ongoing training policy.
- E.6.4. Please provide an implementation plan for initial training?

#### **E.7. Scope of Services – Print/Copy Work Breakdown Schedule**

- E.7.1. Please provide a draft Work Breakdown Schedule (WBS) for replacement of City print devices as stated herein. The Vendor should include tasks that will result in the creation of the various deliverables required by the City. The Vendor may add as many tasks to the schedule as it wishes as long as the schedule is clear and covers the requested deliverables and requirements of the City. Time duration per each task (in days) and resource allocation should also be noted for each task. This would include machine delivery information. What is the replacement frequency for new machines?

#### **E.8. Scope of Services – Print/Copy Management Services**

- E.8.1. Does your program provide automatic supply fulfillment and service dispatching at regular service intervals? If so, please describe the service intervals.
- E.8.2. A single point of contact is required for the resulting contract. Please provide the name, contact information, years of service with your company, and the number of years experience in the industry of your contact.
- E.8.3. Does your solution include a web portal with access to view fleet device status and supply levels?

#### **E.9. Scope of Services for Mail Service**

- E.9.1. The vendor should review the mail services background (RFP 3. Mail Services Background) and propose their own solution for City Mail Services. This would include the services as well as locations, accounting methods, etc.

**(End of Scope of Services)**

## F. MBE/WBE/VBE Participation

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.

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 Vendors 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 percentage or dollar amount that you anticipate using.

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.

In order to be recognized by the City of Indianapolis as an MBE/WBE/VBE participant, your company must be certified with the Department of Minority & Women Business Development (DMWBD). The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation. 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 vendors by going to this web page: <http://www.indy.gov/EGOV/CITY/DMWBD/MBE-WBE-VBE/Pages/VendorList.aspx> and selecting the appropriate "Vendor List".

## G. Basic Services Agreement Acceptance

The Vendor should view the Sample Professional Services Agreement found in Appendix A of this RFP. Additional provisions as needed or required by the City will be discussed with the Vendor during any negotiation process. The Vendor does NOT need to sign this agreement but rather review and note any areas that need to be discussed with the City if selected for this project. The final contract with the Vendor 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. An exception sheet (Appendix B) has been added for your use. This sheet may be duplicated if necessary.**

## H. Additional Information

In addition to office equipment and services, what other products and/or solutions does your organization provide that could help the City reduce and recover operational costs? Provide any additional information deemed necessary by the Vendor to ensure success of the project. Any exceptions that the Vendor would like to take for this project should be provided in detail on Attachment B. This section should also include any addenda acknowledgements published on the Purchasing Division web site prior to the due date for the RFP.

## I. Cost Proposal / Budget

**Please be sure that in hard copy submissions, this section is easily detachable from the rest of the proposal. Digital copies shall have this section as a separate CD or other e-format.**

Provide a title with a one-sentence description of the business model you recommend, along with a bulleted list of all services & basic equipment types included in the Cost-per-Impression. You may propose more than one model; however, each one must be separate and the pricing must be listed as a Cost-per-Impression.

It is imperative that you include the complete information about what is included with each business model in the Scope of Services (Response Section 5) under the same model title referenced in this Cost Proposal (Section I).

Solutions should include the following charges.

| Convenience Copiers and MFDs |                                         |                                   |
|------------------------------|-----------------------------------------|-----------------------------------|
|                              | Cost-per-impression with paper included | Cost-per-impression without paper |
| Black and White              | \$ _____                                | \$ _____                          |
| Color                        | \$ _____                                | \$ _____                          |

| Copy Center (or solution option) |                                         |
|----------------------------------|-----------------------------------------|
|                                  | Cost-per-impression with paper included |
| Black and White                  | \$ _____                                |
| Color                            | \$ _____                                |

| Data Center     |                                         |                                   |
|-----------------|-----------------------------------------|-----------------------------------|
|                 | Cost-per-impression with paper included | Cost-per-impression without paper |
| Black and White | \$ _____                                | \$ _____                          |

| Paper                                                     | By the Ream | By the Case |
|-----------------------------------------------------------|-------------|-------------|
| Domestic, Standard, 8 1/2 inch x 11 inch, 20lb, 92 bright | \$ _____    | \$ _____    |
| Domestic, Standard, 8 1/2 inch x 14 inch, 20lb, 92 bright | \$ _____    | \$ _____    |

## Response Section I – Extended Information

If awarded an agreement as a result of the pricing proposed will you extend this pricing to political and quasi – political subdivisions in Marion County (and notify Indianapolis Purchasing Division upon initial extension to an additional subdivision)?

YES\_\_\_\_\_

NO\_\_\_\_\_

[Political subdivisions include municipal corporations, quasi-government agencies and libraries. If you mark YES, you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.]

Will you agree to provide upon request, but not more than quarterly, a report to the City of Indianapolis that would include the names of;

- a. any participating political subdivisions and
- b. item descriptions and quantities purchased per subdivision?

YES\_\_\_\_\_

NO\_\_\_\_\_

The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

All political subdivisions, municipal corporations, quasi-government agencies and libraries must be willing to accept the substantive terms and conditions arising from and described within the resulting agreement, once accepted by the City of Indianapolis.

(The rest of this page left intentionally blank.)

## 9. Proposal Evaluation

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

| Evaluation Criteria                       | Percentage (Weight Factor) |
|-------------------------------------------|----------------------------|
| Cost (and savings opportunities outlined) | 35%                        |
| Innovative solutions offered              | 25%                        |
| Levels of Service proposed                | 20%                        |
| Company Background and Reference Checks   | 15%                        |
| MBE/WBE /VBE participation plan           | 5%                         |

## 10. Additional Provisions

**RFP Revisions** - The City may modify this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be posted in the form of an addendum on the City's web site ([www.indygov.org/purch](http://www.indygov.org/purch)). In such an event, the submission deadline may be extended to allow Vendors the opportunity to revise their proposals accordingly.

**Use, Disclosure and Confidentiality of Information** - This RFP distributed by the City, including any other required terms, will be incorporated by reference and made a part of any resulting contract. The information supplied by a Vendor as part of an RFP response will become the property of the City. 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 the award of a contract or cancellation of the procurement.

To the extent requested by a Vendor and allowed by law, the City will treat *trade secrets* and *confidential financial information* as confidential (if designated as confidential and submitted separately in a sealed envelope). The Vendor must request confidential status before the proposals are opened. If the City believes that information designated as confidential should not be treated as such, the Vendor will be notified and afforded reasonable time to present objections prior to any release of the information. The City 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.)

**Errors in Proposals** – Vendors will not be allowed to change or alter their proposals after the deadline for proposal submission. The City 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 Purchasing Division and countersigned by the Vendor. Vendors are advised to make sure that their proposals are true and correct when submitted.

**Vendor Expenses** – By submitting a response to this RFP or participating in the process, each Vendor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the Vendor 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.

**Proposal Life** - Vendors 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 City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.

**Post- Proposal Discussions and Presentations** – After the Proposal Due Date, the City may conduct discussions with representatives of one or more Vendors submitting proposals for the purpose of obtaining clarification of a Vendor's proposal and/or to assure full understanding of the solicitation requirements. As part of this process, the City may require a Vendor to provide one or more formal presentations to City officials to further explain or clarify their proposed solution. Any presentation will be at a time and place to be determined by City staff. The Vendor 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 City to execute an agreement or to continue discussions with the Vendor.

**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.

**Multiple Awards** – The City intends to award a contract to a single Vendor; however at its option, may award contracts to a team of Vendors if deemed to be in the best interest of the City.

**Contract Negotiations** – The City will use the requirements set forth in the RFP as the basis for proposal evaluations. After identifying one or more responsive and responsible Vendors who appear to be most advantageous to the department, the City may enter into contract negotiations with the Vendor(s). If at any time the contract negotiations are judged to be ineffective, the City may cease all activities with a Vendor and begin/continue contract negotiation and preparation activities with another Vendor and the process may continue until a contract is executed. As a part of this process, the City may obtain "best and final offers" from all Vendors judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject all proposals if such action is determined by the City to be in its best interest.

**No Obligation to Proceed** – The City 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 City. Furthermore, the City 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 City.

**Proposal Withdrawal and Modification** – The City may allow a Vendor representative bearing proper authorization and identification to sign for, receive, and withdraw the Vendor's unopened proposal prior to submission deadline. A Vendor wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.

**Bonds** – A performance bond in the amount of \$160,000 for the initial three-month period of the contract will be required of the successful Vendor(s). The performance bond shall be issued by a bona fide surety and made payable to the City of Indianapolis/Marion County. Performance bonds shall be delivered to the Purchasing Division within ten (10) business days after receipt of award letter.

**Purchase Orders** – The Vendor shall furnish no services, equipment and materials or labor unless a properly executed purchase order is received from the City directing the supply of the same.

**Subcontractor** – In the event a prime Vendor utilizes one or more subcontractors, the prime Vendor will assume all responsibility for performance of services by the subcontractor (s). Additionally, the City 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 City 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.

**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.

**Licenses and Permits** – The successful Vendor shall furnish the City 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 Vendor 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.

**Use of the City's Name** – Upon entering an agreement, the successful Vendor agrees not to use the name of the City of Indianapolis or Marion County in relation to the agreement in commercial advertising, trade literature or press releases to the extent without the prior written approval of the City.

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

## **11. Appendix A – Sample Service Agreement**

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

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

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

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

- 2.01 Contractor shall provide services as specified in Attachment A, \_\_\_\_\_, attached hereto and incorporated into this Agreement.

### **SECTION III. TERM**

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

## SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached here to and incorporated herein. However, in no event shall compensation for services under this Agreement exceed \_\_\_\_\_.
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty days after receipt of such properly itemized claim forms.

## SECTION V. GENERAL PROVISIONS

- 5.01 Independent Vendor – 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 City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting
- 5.02.1 Approval required – The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Vendor of any responsibility for performing under this Agreement.
- 5.02.2 Minority, Women and Veterans Participation – To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, and three percent (3%) Veteran's Business Enterprises in the performance of services under this Agreement; or
  - (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.
- Violation of this Subsection shall constitute a breach of this Agreement.
- 5.03 Necessary Documentation – Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

#### 5.04 Confidentiality

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. 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 Vendor; (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 City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this 5.04.1(d), above.

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

5.05 Records; Audit – 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 City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

#### 5.06 Ownership

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

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

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

#### 5.07 Insurance

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractor or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property

Contractor's insurance shall be not less than the amounts shown below:

|    |                                                     |                                                       |
|----|-----------------------------------------------------|-------------------------------------------------------|
| A. | Worker's Compensation & Disability                  | Statutory                                             |
| B. | Employer's Liability Bodily Injury Accident         | \$ 100,000 each accident                              |
|    | Bodily Injury by Disease                            | \$ 500,000 policy limit                               |
|    | Bodily Injury by Disease                            | \$ 100,000 each employee                              |
| C. | Excess Auto Liability                               | \$1,000,000 (single limit) (owned, hired & non-owned) |
|    | Bodily injury & property damage                     | \$1,000,000 each accident                             |
| D. | Commercial General Liability (Occurrence Basis)     |                                                       |
|    | Bodily Injury, personal injury, property damage,    |                                                       |
|    | Contractual liability, product/completed operations |                                                       |
|    | General Aggregate Limit                             | \$2,000,000.00                                        |
|    |                                                     | (Other than Products Completed Operations)            |
|    | Products/Completed Operations                       | \$1,000,000.00                                        |
|    | Personal and Advertising Injury Limit               | \$500,000.00                                          |
|    | Each Occurrence Limit                               | \$1,000,000.00                                        |
|    | Fire Damage (any one fire)                          | \$50,000.00                                           |
|    | Medical Expense Limit                               | \$5,000.00                                            |

**NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT**

|    |                           |                                           |
|----|---------------------------|-------------------------------------------|
| E. | Umbrella Excess Liability | \$1,000,000 each occurrence and aggregate |
|----|---------------------------|-------------------------------------------|

- 5.07.2 Certificates of Insurance, naming the City of Indianapolis as an "additional insured," (C. D. and E. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.
- 5.07.3 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 5.07.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.
- 5.08 Termination for Cause or Convenience
- 5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it 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 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 of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of notice of termination for default or for 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 Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of 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 this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification – 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 or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

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

To Contractor:

To City:

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

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

5.14 Conflict of Interest – Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractor 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.

5.15 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.

- 5.16 Force Majeure – In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum
- 5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion
- 5.18 Waiver – City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.19 Severability – if any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees – Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 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.
- 5.22 Authority to Bind Contractor – Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.23 Debarment and Suspension
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

- 5.23.2 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.
- 5.23.3 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.
- 5.24 Key Persons – The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, 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.

(The Remainder of This Page Intentionally Left Blank)

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

**DEPARTMENT OF**

\_\_\_\_\_

Director \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED FOR AVAILABILITY  
OF FUNDING [ ]**  
**APPROVED FOR EXECUTION [ ]**

\_\_\_\_\_  
David P. Reynolds, Controller

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
XXXXXXXXXXXXXXXXX  
Assistant Corporation Counsel

Gregory A. Ballard, Mayor  
By Mayor's Designee:

\_\_\_\_\_  
Samantha S. Karn  
Corporation Counsel

\_\_\_\_\_  
Date

**"CONTRACTOR"**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

## 12. Appendix B – Exception Sheet

Please list and explain in detail any exceptions to the terms, services, pricing or Sample Service Agreement of the RFP.

[illegible]

### 13. Appendix C – Enterprise Print Environment – City of Indianapolis

#### Date Range of Print

|                                |           |
|--------------------------------|-----------|
| First Print Captured:          | 9/8/2010  |
| Last Print Captured:           | 11/4/2010 |
| Number of Days Print Captured: | 53        |

#### Print Job Characteristics

|                                           | Actual Totals    | Projected Monthly Volumes |
|-------------------------------------------|------------------|---------------------------|
| <b>Pages Printed</b>                      |                  |                           |
| Monochrome                                | 4,281,104        | 1,900,614                 |
| Color                                     | 227,377          | 115,010                   |
| <b>Total Pages Printed</b>                | <b>4,508,481</b> | <b>2,015,624</b>          |
|                                           |                  |                           |
| <b>Total Number of Print Jobs Tracked</b> | <b>944,331</b>   | <b>470,712</b>            |
|                                           |                  |                           |
| <b>Average Pages / Print Job</b>          | <b>4.77</b>      |                           |
|                                           |                  |                           |
| <b>Average Number of Print Jobs / Day</b> | <b>17,817.57</b> |                           |

#### Employee Count

|                                            | Totals       |
|--------------------------------------------|--------------|
| <b>Total Number of Employees Tracked</b>   | <b>7,829</b> |
|                                            |              |
| <b>Average Print Jobs / Employee / Day</b> | <b>13.28</b> |

#### Device Count

|                                           | Totals       |
|-------------------------------------------|--------------|
| <b>Device Count</b>                       |              |
| Network Devices Identified                | 1,406        |
| Locally Attached Devices Identified       | 2,329        |
| <b>Total Number of Devices Identified</b> | <b>3,735</b> |
|                                           |              |
| <b>Total Number of Queues Tracked</b>     | <b>7,503</b> |
|                                           |              |
| <b>Number of Printer Manufacturers</b>    | <b>40</b>    |

## Assessment Tool Installation Base

|                                              | Totals |
|----------------------------------------------|--------|
| Number of Workstations/Laptops in Assessment | 6,474  |

## Page Coverage Breakdown

### Current Volume

|                           | Pages     | Pages            | % of Total |
|---------------------------|-----------|------------------|------------|
| Useful Color / Monochrome |           | 4,356,724        | 97.32%     |
| Monochrome                | 4,280,644 |                  |            |
| Useful Color              | 76,080    |                  |            |
| Everyday Color            |           | 62,067           | 1.39%      |
| Expressive Color          |           | 58,000           | 1.30%      |
| <b>Total</b>              |           | <b>4,476,791</b> |            |

### Potential Color Volume (Color Originals, Monochrome Print)

|                  | Pages          | % of Total |
|------------------|----------------|------------|
| Useful Color     | 232,075        | 58.83%     |
| Everyday Color   | 118,849        | 30.13%     |
| Expressive Color | 43,561         | 11.04%     |
| <b>Total</b>     | <b>394,485</b> |            |

### Total Potential Color Volume (Current + Potential Color Volume)

|                  | Pages          | % of Total |
|------------------|----------------|------------|
| Useful Color     | 308,155        | 52.17%     |
| Everyday Color   | 180,916        | 30.63%     |
| Expressive Color | 101,561        | 17.20%     |
| <b>Total</b>     | <b>590,632</b> |            |