Request for Proposal

Printing Services

November 20, 2026

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
9503 EAST 33rd STREET
INDIANAPOLIS IN 46235
EMAIL: procurement@indygo.net

General Guidelines:

This document is intended to assist prospective vendors in successfully making a proposal for the work contemplated herein. Vendors are strongly encouraged to read the entire document very carefully.

- All attachments must be filled out completely. Federal and State regulations mandate that all attachments be submitted.
- If an attachment does not apply to your business or proposal, mark the form "Not Applicable." Sign, date, and return such attachments.
- IPTC demonstrates a continued commitment to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE, DOBE) businesses by promoting contracting opportunities for vendors certified by the City of Indianapolis Office of Minority and Women Business Development (OMWBD) and MBE, WBE, and VBE businesses certified with the Indiana Department of Administrations Division of Supplier Diversity within public transit.
- IPTC reserves the right to reject any and all responses to this solicitation.
- IPTC is under no obligation to award a contract to any vendor responding to this solicitation and reserves the right to withdraw any award notification made before entering into a contract.
- Contact IPTC's procurement department at Procurement@IndyGo.net with any questions.

PROCUREMENT SCHEDULE

RFP 26-10-598

Printing Services

Solicitation Release	Friday, November 20, 2026, by End of Day
Pre-Proposal Meeting: (Virtual, Microsoft Teams)	Monday, December 7, 2026, at 3:00pm ET
Written Questions Due	Monday, December 21, 2026, by 12:00pm ET
Answers to Written Questions:	Tuesday, January 5, 2027, by End of Day
Proposals Due:	Wednesday, January 13, 2027, by 3:00pm ET

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

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SECTION 1 INTRODUCTION & STATEMENT OF WORK

Section 1.1 Background of Indianapolis Public Transportation Corporation:
The Indianapolis Public Transportation Corporation (IPTC), which does business as IndyGo, is a municipal corporation established and operating pursuant to the Indiana Urban Mass Transportation Act of 1965, which is codified at Indiana Code 36-9-4. The corporation was chartered by ordinance adopted by the Indianapolis-Marion County City-County Council pursuant to the Act to provide public transportation in Marion County, which is codified at Indianapolis-Marion County Revised Code Sections 116-401 – 116-505.

IPTC's funding is derived from multiple sources, including federal assistance through the Federal Transit Administration (FTA), state funds through the Indiana Department of Transportation (INDOT), and from local funds including property tax, local income tax, and passenger fare revenue.

IPTC has more than 900 employees, the majority of which are represented by the Amalgamated Transit Union (ATU), and its annual operating budget is approximately $138 million, subject to the approval of the City-County Council.

IPTC is led by a Board of Directors consisting of seven (7) members, four (4) appointed by the City-County Council and three (3) appointed by the Mayor of Indianapolis.

IPTC functions on an operational basis under the rules and regulations of the United States Department of Transportation (USDOT), through the FTA, applicable Indiana statutes, ordinances adopted by the City-County Council, and directives from its Board of Directors. The Board of Directors has management oversight of IPTC, and it develops policies regarding the operation, contracts and procurement, safety, financing, and organizational structure of the Corporation.

Section 1.2 Project Overview:
The Indianapolis Public Transportation Corporation is seeking a qualified firm to provide general printing, specialty printing, signage, installation and removal, promotional materials, delivery, storage and recycling services. The selected vendor will provide the labor, equipment, materials, production capabilities and related services necessary to fulfill IPTC's printing and installation requirements during the contract term.

The quantities and examples identified in the Statement of Work are estimates based on anticipated needs and are not guaranteed of any minimum quantity or expenditure.

Section 1.3 History of Services:
IPTC is currently under contract with Fineline Printing Group of Indianapolis, IN.

Section 1.4 Term of Engagement:
The initial contract term will be three years with two one-year options, each exercisable by IPTC. The contract is expected to commence on March 1, 2027.

Section 1.5 Pre-Proposal Meeting:
There will be a pre-proposal meeting on December 7, 2026, at 3:00pm ET. The meeting will

take place virtually through **Microsoft Teams**. Send a request to Procurement@IndyGo.net for a virtual link. Participation in the pre-proposal meeting is not mandatory but is highly recommended.

The purpose of the pre-proposal meeting is to provide prospective vendors with an opportunity for clarification of baseline technical requirements, procurement methods and procedures, terms and conditions, supplier diversity requirements and other procurement related information.

Section 1.6 Solicitation Submittal:

All proposals must be submitted before January 13, 2027, by 3:00pm ET. Late proposals will not be accepted.

Section 1.7 Statement of Work:

The selected vendor must have the qualifications and capacity to provide print services, specialty print and signs, installation services, delivery, storage and recycling at multiple IPTC locations. High-quality printing, account management, timely responses as outlined below, and expertise in printing services are necessary for a qualified vendor.

1.7.1 General Requirements

A. Account Management
   i. The vendor must provide a dedicated account manager or primary point of contact who will coordinate with IPTC's designated project manager. The proposal must name the account manager (name and title). The vendor must notify IPTC in writing of any change.
   ii. Provide timely responses to requests for quotations, proofs, production schedules, installation work and delivery.
      a. IPTC outlines a timely response as responding to the IPTC's account manager by the next business day.
   iii. The vendor will be expected to accept and process rush orders in which the required turnaround time will be quicker than the usual processing time. This will be communicated at the time of submission of the order by IPTC.
      a. On average, IPTC is currently processing one rush order a month.
   iv. Maintain sufficient production capacity to accommodate routine, recurring, specialty, and time-sensitive orders.
   v. Provide order, spend, and inventory summary reports to IPTC at time intervals agreed upon at contract onboarding.

B. Quote Authorization and Proofs
   i. The vendor must provide a quote and digital proof for review and approval before production for every job requested by IPTC. Production cannot proceed until the applicable proof, or specifications have been approved by IPTC.
   ii. Digital proof must be provided for every project. Physical proofs or samples may be required for projects where color, paper stock, finishing, folding, or other physical characteristics need to be verified.

a. If a physical proof is needed, IPTC will make that request known upon the submission of the order details.
b. IPTC is responsible for costs associated with a physical proof. Upon request, price for the proof is provided and approved prior to order placement.

iii. IPTC reserves the right to reject work that is not produced to the approved artwork/job specifications. Costs associated with correcting or replacing work rejected because of vendor error or failure to meet approved requirements will be the vendor's responsibility.
a. Vendor must provide a solution to any rejected work within two business days at no cost to IPTC.

iv. Specific requirements and expectations will vary by project and will be identified in the order details of the order placed.

v. The vendor must provide final work in accordance with project details, projected timeline, and specified instructions.

C. Quality Standards

i. IPTC requires the vendor to successfully complete the requested printing services. Vendors must have the equipment and expertise to complete all requested printing services successfully.
a. IPTC materials are public-facing and must maintain IPTC brand consistency.

ii. The vendor must accurately reproduce IPTC brand colors using provided Pantone, CMYK or other color specifications; maintain consistency throughout a production run; and provide color proofs when requested.
a. IPTC will provide Brand Guidelines at contract onboarding.

iii. The vendor must not substitute paper stock, ink, substrate, coating or other production materials without prior IPTC approval.

iv. Materials must be clean, defect-free and appropriate for their intended use. The vendor must review files and orders before production for accuracy, including artwork, quantities, dimensions, colors, bleeds, finishing and delivery requirements, and flag potential issues before printing.

v. The vendor will provide all labor, equipment, materials, supplies, finishing, packaging, transportation and delivery necessary to complete an order.

vi. The vendor will notify IPTC promptly of any issue with artwork, files, specifications, materials, color reproduction, production schedule or delivery that could affect the completed order.

D. Ownership of Work & Design

i. Any designs, graphics, artwork, files or other materials provided by or produced for IPTC for purposes of this SOW will remain the property of IPTC.

ii. IPTC artwork, graphics, files, documents and other materials must be considered confidential, and vendor must use them only for authorized IPTC work.

iii. The vendor will not retain, reuse or release these materials (including files, plates and proofs) to a third-party unless associated with performance of this SOW.

iv. The vendor must return or destroy any IPTC branded work and design at IPTC's request or at contract completion.

v. The vendor may use work completed for IPTC as a showcase or portfolio upon written request and approval.

1.7.2 Printing & Production Services

A. IPTC will provide print-ready artwork, production files, project specifications, quantities and other information necessary to complete an order at the time of submission.
   i. Artwork will be provided in Adobe InDesign, PDF or other formats appropriate for production.
      a. Vendors should identify requirements for submitting projects and accompanying files in their RFP submission to project approach.
   ii. When a translated version is required, IPTC will provide the translated production file.

B. IPTC's printing needs and specifications are listed in Appendix B – Printing Specifications.

C. Custom sizing and work outside the items detailed in Appendix B may be required.
   i. Vendors are to provide their pricing methodology or equation in its proposal.
   ii. For custom work, the vendor must provide a quote on request. All customized quotes require approval by IPTC at time of request.

D. Vendor is responsible for all charges associated with setup or imprint fees associated with printing services.

1.7.3 Production & Delivery

A. The vendor must provide estimated production and delivery schedules with quotations when requested.
   i. Expected turnaround time for projects is further detailed in Appendix B.

B. The vendor must confirm receipt of each project order and identify the anticipated completion and delivery date when requested.

C. The vendor must communicate anticipated delays as soon as they are known.

D. Rush orders may be requested. Any additional charges for rush orders must be provided and approved prior to production.

E. Installation and removal projects, as further outlined in section 1.7.5, will require a mutually agreed upon project schedule.

F. The vendor must provide delivery solutions for print and promotional materials to IPTC facilities or other locations designated by IPTC. IPTC deliveries are often requested to be delivered to one (1) of three (3) locations. Any alternate delivery locations will be communicated within the project details.
   i. West Campus – 1501 West Washington St, Indianapolis, IN 46222
   ii. East Campus – 9503 East 33rd St, Indianapolis, IN 46235
   iii. Julia M. Carson Transit Center – 201 East Washington St. Indianapolis, IN 46204

G. All costs associated with delivery, transportation, handling, packaging, and related services must be included in the vendor's proposed pricing. IPTC will not be responsible for, or pay separately for, delivery or transportation costs outside of the awarded pricing.

H. Packages must be clearly identified with the project, material description, quantity and applicable order.

I. Delivery documents must include provided purchase order number.

J. The vendor is responsible for replacement of materials damaged through inadequate packaging, handling or transportation.

1.7.4 Inventory Management & Storage

A. The selected vendor must provide storage services for designated IPTC printed materials and related stock.
    i. Storage may include holding printed materials for future distribution and fulfilling subsequent delivery requests.
    ii. IPTC average monthly storage is approximately six (6) pallets.
B. The vendor must maintain an accurate inventory of materials in storage and clearly identify materials by product, description, quantity and date received when applicable.
    i. Schedule of inventory reports will be discussed at contract onboarding.
C. The vendor must coordinate with IPTC regarding the replenishment, distribution, and removal of obsolete materials. Upon request, the vendor will provide recycling or disposal services for obsolete materials in accordance with applicable regulations.
D. The vendor must store all IPTC materials in a clean, secure and organized facility and protect materials from moisture, excessive heat or cold, sunlight, dust, pests and other conditions that could cause damage.
E. Materials must be stored and handled to prevent bending, crushing, tearing, fading or other damage and must remain readily accessible for delivery or fulfillment requests.
F. The vendor must promptly notify IPTC of damaged, missing, obsolete or low-stock materials and obtain approval before refilling, disposing of, or recycling stored materials.
G. Digital Storage and Retention
    i. The vendor must maintain the capability to securely receive, organize, store, retrieve, and manage digital files associated with printing and production services associated with this SOW.
    ii. The vendor must implement and maintain appropriate cybersecurity measures to protect IPTC-owned digital files and information against unauthorized access, disclosure, alteration, loss, or destruction. These measures apply to all systems and storage platforms utilized in performing services under this SOW.
    iii. The vendor must coordinate with IPTC to facilitate the organization, transfer, and storage of existing digital project files to ensure continuity of printing and productions services. Specific requirements and procedures will be established during contract onboarding.
    iv. Proposer Response Requirement: The vendor must describe its approach to digital file management infrastructure and procedures, including file storage, organization, security, backup, retrieval, and transfer capabilities. Further project related documentation will be requested at contract onboarding.

1.7.5 Installation & Removal Services

A. The vendor must demonstrate within their proposal the appropriate experience and capability to provide installation, removal, cleanup and recycling services for signs, stickers and related materials at IPTC facilities, bus stops, stations and other designated locations.
B. IPTC will provide locations and identify an IPTC point of contact for the project. The vendor will be responsible for coordinating all installation and removal activities.
    i. A list of all current IPTC facilities, bus stops, and stations is provided in Appendix C – IPTC Stations, Shelters, and Facilities.

C. The vendor must provide a quote and obtain IPTC approval before installation or removal work begins for each project.
D. The vendor must be able to repair, clean or otherwise address damage caused by the vendor at no additional cost to IPTC.
E. The vendor will need to explain its installation/removal pricing methodology and provide applicable rates as part of its proposal.
F. Acceptable quality of work is determined by IPTC on a project-by-project basis and expectations will be provided at the time of the project request.
G. Vendor is responsible for following all applicable Federal, State, and Local laws, regulations, and permit requirements to complete the work as outlined in the SOW.

1.7.6 Promotional Materials

A. Promotional products may include, but are not limited to, the following items:

Promotional Items	Estimated Annual Quantity
Pens	3,000
Journals/Notebooks	1,000
Tote Bags	1,500
Insulated Tote Bags	2,000
Stress Balls	1,000
Sunglasses	2,000
Plastic Cups	750
Travel Mugs/Tumblers	180
T-Shirts	500
Rally Towels	2,500
Frisbees/Flying Discs	500
Portable Fans	1,000
Hand Sanitizer	1,000

B. Vendor is encouraged to include in their proposal their ability to supply promotional items utilizing the sample items listed above as a point of reference.
C. Vendors must identify a discount percentage for all promotional products in the Proposal Offer Cost Form.
D. When promotional items are needed, IPTC will request a quote. The quote must reflect the discount percentage in the total.

1.7.7 Transition & Inventory Transfer

A. Access to stored materials must be reasonably attainable by the vendor.
B. Inspection of inventory by IPTC employees, upon prior request and in accordance with applicable facility and security requirements, must be accommodated.
C. At the conclusion of the contract, the selected vendor will coordinate with IPTC and the successor vendor to facilitate an orderly and seamless transfer of IPTC inventory and applicable inventory information. The transition will occur during the two (2) months prior to the end of the contract. The selected vendor must make IPTC inventory available for transfer and cooperate as necessary to support continuity of service and minimize disruption.

Section 1.8 Proposal Requirements:
The following items are required. Failure to include them in the submission will cause vendor proposal to be ruled non-responsive.

1) **Letter of Interest**: A dated letter of interest including the legal name of the vendor(s), address, telephone number, email address, the name, and title of the person(s) authorized to submit the Request for Proposal (RFP) on behalf of the prime vendor.
2) **Certifications**: All executed IPTC certifications (with completed Proposal Data Checklist)
3) **Acknowledgement of Addenda**: All issued addenda acknowledged as required.
4) **Pricing Information**: Complete the Proposal Offer Cost Form for all required pricing.

The following items are required but are not used to determine responsiveness. Failure to meet minimum standards may result in a determination of non-responsibility or lower evaluation scores:

5) **Certificate(s) of Insurance:** See Section 1.10 Bonds, Insurance, and Special Requirements to obtain details of the required submissions for insurance purposes.
6) **Financial Statements:** Three (3) years of financial statements to include Balance Sheet and Profit and Loss Statement.
7) **References:** Minimum of three client references. Please provide the contact information (names, email, and phone numbers).
8) **Project Approach:** Proposals must include the following items as they relate to the statement of work:
   a) Technical Approach and Service Capabilities (including price methodology for custom work requests)
   b) Account Management, Responsiveness, and Quality Control
   c) Inventory and Storage Approach
   d) Experience and Qualifications

Section 1.9 Evaluation Process:
This is a Best Value Procurement where IPTC reserves the right to select the most advantageous offer by evaluating and comparing all factors as listed in the Evaluation Criteria below. IPTC will appoint an evaluation team. Each member of the team will be given a copy of the proposals and the RFP and will evaluate each proposal's requirements (Section 1.8) against the RFP evaluation criteria (Section 1.9.1).

1) **Phase I Preliminary Proposal Assessment** – Proposals will be checked for compliance with and adherence to all submittal requirements requested in Section 2.3 Required Responses by the Procurement department. Proposals which are incomplete and missing key components necessary to fully evaluate the proposal will be rejected from further consideration due to non-responsiveness.
   a) Financial capability will be evaluated and vendors who receive a score "fail" will not be evaluated by the EC.
   b) IPTC will not contact/inform vendors of missing documentation nor allow vendors to submit documentation after the proposal's due date and time. It is the vendor's sole responsibility to check their proposal for completeness before submitting it.
2) **Phase II Proposal Evaluation** – Proposals found to be responsive and responsible will be

forwarded to the Evaluation Committee (EC). The EC will evaluate the extent to which the vendor's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the proposals based upon the evaluation criteria listed below. Not all evaluation criteria carry equal weight.

a) As part of the evaluation process, the EC will review the information required by Section 1.7: Statement of Work, and Section 1.8: Proposal Requirements, for each proposal. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the vendor's financial condition.
b) IPTC reserves the right to seek clarification of any information that is submitted by any vendor in any portion of their proposal and/or to request additional information at any time during the evaluation process. Any material misrepresentation made by a vendor may void the proposal and eliminate the vendor from further consideration.

The final selection will be based on the EC's scores of the evaluation criteria.

1.9.1 Evaluation Criteria

Proposals should clearly and concisely demonstrate the vendor's experience, qualifications, and approach to successfully perform all aspects of the statement of work described in this RFP.

Financial Capability: Vendors must show financial stability. Please provide three (3) years of consolidated financial statements (Balance Sheet, Income Statement). These should be sent electronically in the original file clearly marked as Financial Statements. Vendors must demonstrate sufficient financial resources to perform the required services under a reimbursement payment structure, ensuring the ability to cover cost until payment is issued.

Proposals that pass the Phase I evaluation will then be evaluated based on the following criteria:

EVALUATION CRITERIA	
Technical Approach & Service Capabilities Vendor's proposed approach to performing the services identified in the SOW, including commercial printing, specialty printing, signage, delivery, installation/removal, promotional materials and other related services.	30%
Account Management, Responsiveness & Quality Control Vendor's approach to managing IPTC's account and ensuring accurate, timely, and quality work.	25%
Cost Individual cost and value of the items and projects.	20%
Inventory & Storage Vendor's approach and capability to manage IPTC owned inventory. This includes inventory receipt and verification, storage capabilities, inventory tracking and reporting, stock-level monitoring and protection of stored materials.	15%

Experience & Qualifications Relevant experience, qualifications, demonstrated performance, references, and available resources providing comparable printing, promotional, installation, and related services.	10%
TOTAL	**100%**

1.9.2 Evaluation Methodology

Each criterion will be evaluated as follows:

- Excellent - The proposal fully meets or exceeds requirements. No weaknesses noted.
- Acceptable - The proposal is adequately responsive with no major weaknesses. Minor weakness noted.
- Marginal* - Fails to meet evaluation standard, however, any noted weakness is correctable but lacks essential information to support proposal. Moderate risk.
- Unacceptable** - The proposal is not adequately responsive or does not address the specific factor. The vendor's interpretation of IPTC requirements is superficial, incomplete, vague, not comprehensive, or incorrect and therefore deemed unsatisfactory. High risk.

**Several marginal ratings may result in an overall rating of unacceptable*
***A rating of unacceptable indicates that an evaluator believes that mandatory corrective action would be required to prevent significant weaknesses from affecting the overall contract performance. In essence, a complete rewrite of the proposer's proposal would be necessary.*

Section 1.10 Bonds, Insurance, and Special Requirements:

There are no bond requirements for this solicitation.

The vendor is required to maintain insurance throughout the duration of the contract, with coverage meeting the terms and amounts specified in Article 18. Insurance of the attached IPTC-Materials/Supplies Vendor Contract. Proof of insurance must be issued by a financially responsible insurance company authorized to operate in Indiana.

Upon the execution of a contract, the vendor will provide IPTC with an annual Certificate of Insurance (COI).

Please include a copy of your Certificate of Liability Insurance with your proposal.

Section 1.11 Federal Participation:

IPTC is a recipient of federal funding through the Federal Transit Administration of the United States Department of Transportation.

Section 1.12 Reserved Right:

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

Section 1.13 Access to Public Records Act (APRA):

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. As a Respondent it is your responsibility to identify any information that may fall under a statutory exemption to the APRA and clearly mark that information as Confidential. Any information marked Confidential must also identify the APRA exemption that applies (please refer to IC 5-14-3-4 for the primary list of exemptions). If the Respondent does not identify the statutory exemption, the Procurement Department will not consider the submission confidential. In the event the Respondent takes any legal or protective action and directs IPTC not to disclose the Confidential Information, the Respondent shall indemnify IPTC against any losses, including reasonable attorney fees and costs, arising from the non-disclosure of the Confidential Information.

Section 1.14 Business Enterprises:

IPTC is committed to the participation of MBE, WBE, VBE and DOBE certified vendors (XBE) as registered with the City of Indianapolis. Bidders are expected to document sufficient XBE participation or, alternatively, document good faith efforts to do so pursuant to the XBE Participation and Good Faith Efforts Documentation Forms provided in this solicitation. The successful bidder will be required to submit monthly reports documenting progress towards meeting the XBE commitment. The report must be an accurate reflection of the actual amount paid to the XBE firm(s).

Section 1.15 Diversity Commitment and Equal Opportunity:

It is the policy of the IPTC to commit to the success of minority, women, veteran and disability-owned (MBE, WBE, VBE, DOBE) businesses in Indianapolis by promoting contracting opportunities for vendors certified by the City of Indianapolis Office of Minority and Women Business Development (OMWBD).

SECTION 2 VENDOR INSTRUCTIONS

Section 2.1 Notice to Vendors:

Vendors are furnished with the following instructions to clarify conditions for work, development, and presentation of offers, clarification of contents, review of concerns, and other pertinent information from which knowledge of preparing and offering a responsible and responsive offer may be developed.

All forms required in the certification pages must be completed and submitted via the Bonfire website or the proposal will be considered non-responsive.

Section 2.2 Vendor Registration with Bonfire:

Vendors interested in submitting a response to this solicitation are **required to be registered with Bonfire** at https://indygo.bonfirehub.com. Only registered vendors can submit a response. Registration is FREE.

To Register and view this RFP Online:
https://indygo.bonfirehub.com/portal/?tab=openOpportunities

Section 2.3 Required Responses:

The following items are listed as required. Failure to submit them with your proposal will cause your proposal to be ruled non-responsive.

1) Letter of Interest: A dated Letter of Interest including the legal name of the vendor(s), address, telephone number, email address, the name, and title of the person (s) authorized to submit the Request for Proposal (RFP) on behalf of the prime vendor.
2) Certifications: All executed IPTC certifications (with completed bid Proposal Checklist)
3) Acknowledgement of Addenda: All issued addenda acknowledged as required.
4) Pricing Information: Complete the Proposal Offer Cost Form for all required pricing.

All sections of your proposal must be completed and uploaded to the Bonfire website no later than **January 13, 2027 by 3:00pm ET.** Under no circumstances will a vendor's proposal be accepted after the posted time. All documents will need to be filled out (even if not applicable) to fully complete the required responses to this solicitation.

Section 2.4 Solicitation Written Questions/Answers:

Please submit questions regarding this solicitation to Procurement@IndyGo.net, or through the Bonfire portal. Under "Project Details," click on the "Ask a Question" box next to the due date for questions to be submitted.

Questions may be submitted at any time prior to the date of **December 21, 2026, at 12:00pm ET.** An addendum with responses to questions will be posted on **January 5, 2027, by EOD,** and will become part of the solicitation. Any questions submitted after 12:00pm on December 21, 2026, may not be answered and therefore will not be included in the solicitation.

Section 2.5 Limitation of Responsibility:
IPTC is not responsible, and will not accept any responsibility, for the cost incurred by any vendor in the specific preparation or the associated activities aiding in the preparation of any proposal.

IPTC is not responsible to return to any vendor the proposal submitted to IPTC as response to this solicitation.

Section 2.6 Vendor Warrants and Sub-Vendor Restrictions:
Vendor will warrant that all information provided by in connection with this proposal is true and accurate, and the vendor by virtue of their submission is capable of supplying all required work.

Vendor warrants they will not delegate or sub-contract their responsibilities under the agreement beyond the level defined in the solicitation without the prior written permission of IPTC.

Section 2.7 Responsiveness and Responsibility Definitions:
All offers must be responsible and responsive.

1) **Responsive Definition:**

   All certifications and form blanks must be filled in, all offered goods and/or services must conform with the statement of work requested, unless an alternate but equal request has been submitted for approval; and all information required in the request for submissions documents must have been completed and submitted through Bonfire by the proposal due date to conform with the definition of the term, *responsiveness.* Any alteration, erasure, or interlineations of the document may cause the submission to be determined as non-responsive. However, IPTC reserves the right to accept any offer or to reject any and all offers, or to waive any defect or irregularity found in any offer.

2) **Responsibility Definition:**

   IPTC considers among other factors, the vendors record of integrity, experience, and past performance, their financial status, the capability to perform the project as stated, and whether the vendor is in default of any contract or other obligation to IPTC, the federal, state or local government(s). In arriving at a determination, IPTC may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the pre-award survey team. Failure to cooperate may result in a finding of non-responsibility.

Section 2.8 Taxes:
IPTC is tax-exempt from Federal and State excise, use, and sales taxes.

Section 2.9 Independent Contractor:
The successful vendor will be considered and must accept status as being that of an “Independent Contractor” to IPTC and shall recognize that they are not an employee or officer of the Corporation.

Section 2.10 Proposal and Contract Procedures:
IPTC reserves the right, when necessary, to postpone the times at which proposals are scheduled to be received and opened, and to amend the Solicitation scope of work. Prompt notification of such postponement or amendment shall be given by IPTC to all prospective proposers who have requested or received the solicitation documents.

If the work is amended, any responder from whom an offer had been received prior to the notice of amendment will be entitled to withdraw the submission and resubmit their response in conformance with the changed work.

IPTC reserves the right to reject any and all proposals at any time in the procurement process prior to final contract execution. IPTC will examine each proposal to determine if the responder was responsive to the solicitation, and if the vendor is a responsible vendor and able to fulfill any potential award.

Section 2.11 Contract Required:
A template of IPTC's Materials/Supplies Vendor Contract is included as an Appendix to this RFP.

When proposing the Work, the vendor agrees to execute the Contract as enclosed with no material alteration of its terms.

Section 2.12 Federal Regulations:
Federal Procurement Regulations establish certain submissions be required from any third-party contract IPTC enters into with any vendor. In order that IPTC remains compliant with the Federal Requirements of FTA Circular 4220.1F, each vendor is required to complete and submit as a part of the offer package executed certifications as defined in this section.

Section 2.13 Required Certifications:

The following pages of certifications must be executed and returned with your proposal. Some portion of these required certifications may/will not be applicable to the contents of the statement of work that is attached to and made a part of this solicitation. However, the proposal submitted must contain completed, signed, and sealed (if required) documents. If the document is not applicable, write "N/A" on the face of the document and sign in the appropriate area.

Section 2.14 Protest Policy

Protest(s) will only be accepted by IPTC's Senior Director of Procurement from officers of a business whose direct economic interest would be impacted by the award of a contract or the refusal to award a contract. The Senior Director of Procurement will consider all such protests, whether submitted before or after the award of such a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest(s) submissions should be concise, logically arranged, and state clearly the grounds for protest.

For more detailed information on IPTC Protest policy and procedures please visit IPTC website at the link provided below.

http://www.indygo.net/wp-content/uploads/2022/04/Protest-Procedure-rev-3.14.22.pdf

Proposal Offer Cost Form

(MUST BE RETURNED WITH YOUR PROPOSAL)

_____ submits the following pricing to 26-10-598 Printing Services.
Company Name

RFP 26-10-598 Printing Services

Appendix A – Proposal Offer Cost Form

***This pricing is valid for 120 days from the date of the proposal submitted on January 13, 2027**

Authorized by: _____ Signature: _____

Company: _____ Date: _____

Email Address: _____ Phone Number: _____

Appendix A – Proposal Offer Cost Form

APPENDIX A
Proposal Offer Cost Form

Printing and Production Services							
No.	**Item**	**Annual Estimated Qty.**	**Year 1 Unit Price**	**Year 2 Unit Price**	**Year 3 Unit Price**	**Option Year 4 Unit Price**	**Option Year 5 Unit Price**
A.	**Maps (Pantone/brand color per SOW)**						
A.1	Route Map – Small, 15" x 8.5" (accordion fold to 3" x 8.5")	6,000	$	$	$	$	$
A.2	Route Map – Medium, 15" x 17"	102,000	$	$	$	$	$
A.3	Route Map – Large, 15" x 25.5"	36,000	$	$	$	$	$
A.4	System Map, 24" x 17"	9,000	$	$	$	$	$
B.	**Brochures**						
B.1, B.2	Rider Guidelines, 8" x 9" booklet, 16 pages	20,000	$	$	$	$	$
B.3, B.4	MyKey+ Education Materials, 15" x 8"	12,000	$	$	$	$	$
B.5	IPTC Cares Outreach, 11" x 8.5" tri-fold	2,000	$	$	$	$	$
C.	**Presentation Boards (full color)**						
C.1	Foamcore Board, 30" x 22"	64	$	$	$	$	$
C.2	Coroplast Board, 24" x 36", 4mm	36	$	$	$	$	$
C.3	Bulletin Board, 72" x 42"	2	$	$	$	$	$
D.	**Envelopes**						
D.1	IPTC Access – #10 window	6,000	$	$	$	$	$
D.2	IPTC Standard – A7	3,000	$	$	$	$	$
E.	**Signage**						
E.1	Headsigns	120	$	$	$	$	$
E.2	Bus Stop Specialty Signs, 12” x18”	150	$	$	$	$	$

E.3	Notice Signs, 12” x 18”	150	$	$	$	$	$
E.4	Transit Center Door Decals, 18” x 16.8”	5	$	$	$	$	$
E.5	Window Stickers (UV micro-suction)	1,500	$	$	$	$	$
F.	**Micellaneous**						
F.1	Folders, 9" x 12" finished, 2 pockets	1,000	$	$	$	$	$
F.2	Yard Signs, 24" x 18" with H-stands	1,500	$	$	$	$	$
F.3	Business Cards, 3.5" x 2"	10,000	$	$	$	$	$
F.4	Rack Cards, 3.5" x 8.5"	9,000	$	$	$	$	$

Printing & Production - Additional Services					
Item	**Year 1 Unit Price**	**Year 2 Unit Price**	**Year 3 Unit Price**	**Option Year 4 Unit Price**	**Option Year 5 Unit Price**
Installation / removal labor (per hour, per person)	$	$	$	$	$

Promotional Items					
Item	**Year 1 Discount %**	**Year 2 Discount %**	**Year 3 Discount %**	**Option Year 4 Discount %**	**Option Year 5 Discount %**
Base discount on all promotional products	%	%	%	%	%

Appendix B – Printing Specifications

Appendix B - Printing Specifications

	Item	Material	Specifications	Minimum Batch Quantity	Annual Estimated Quantity	Delivery Expectation
A.	**Maps**					
A.1	Small Route Maps*	50# White Offset	15" x 8.5" - Accordion fold to 3" x 8.5"	1,000	6,000	3 weeks after proof approval
A.2	Medium Route Maps*	50# White Offset	15" x 17" - One horizontal fold, then accordion fold to 3" x 8.5"	1,000	102,000	3 weeks after proof approval
A.3	Large Route Maps*	50# White Offset	15" x 25.5" - Two horizontal folds, then accordion fold to 3" x 8.5"	1,000	36,000	3 weeks after proof approval
A.4	System Map	50# White Offset	24" x 17" - Accordion fold to 3" x 8.5"	1,000	9,000	3 weeks after proof approval
B.	**Brochures & Educational Material**					
B.1	MyKey+ Brochures (English)	80# Gloss Cover	15" x 8" - Accordion folded to 3.57" x 8.5"	2,500	10,000	2 weeks after request
B.2	MyKey+ Brochures (Spanish)	80# Gloss Cover	15" x 8" - Accordion folded to 3.57" x 8.5"	2,500	10,000	2 weeks after request
B.3	Rider Guidelines (English)	80# Gloss Cover	8" x 9" - Booklet closes to 4" x 9" - 16 pages	1,500	6,000	2 weeks after request
B.4	Rider Guidelines (Spanish)	80# Gloss Cover	8" x 9" - Booklet closes to 4" x 9" - 16 pages	1,500	6,000	2 weeks after request
B.5	IPTC Cares Outreach	80# Gloss Cover	11" x 8.5" - tri folded 3.75" x 8.5"	1,000	2,000	2 weeks after request
C.	**Presentation Boards**					
C.1	Foamcore Boards	3/16" Softcore/Foamcore	30" x 22" , 40" x 50"	2	64	1 week after request
C.2	Coroplast Boards	4mm Corrugated Plastic, flutes through 96"	24" x 36",	4	36	1 week after request
C.3	Bulletin Boards	20lb bond standard paper	72" x 42"	1	2	1 week after request
D.	**Envelopes**					
D.1	IPTC Access	#10 Window Envelopes	4.125" x 9.5"	2,000	6,000	9 days after request
D.2	IPTC Standard	A7 Envelopes	5.25" x 7.25"	1,000	3,000	9 days after request
E.	**Signage**					
E.1	Headsigns	3MM PVC	28" x 11"	120	120	3 weeks after request
E.2	General IndyGo Bus Stop Information Sign	Panorama Vinyl film w/ clear adhesive	12" x 18" - Outdoor sticker	150	150	2 weeks after request
E.3	Notice Signs	3mil Gloss Optically Clear removable intermediate self adhesive vinyl	12" x 18" - Outdoor sticker	150	150	3 weeks after request
E.4	Transit Center Door Decals	3mil Gloss White Self-Adhesive Vinyl	18" x 16.8" - Outdoor sticker	5	5	3 weeks after request
E.5	Window Stickers	USA Premium UV window micro suction	Various Sizing	500	1,500	2 weeks after request
F.	**Miscellaneous**					
F.1	Folders	100# Uncoated Cover	19.5" x 16" Flat - 9" x 12" finished with 2 pockets	500	1,000	3 weeks after request
F.2	Yard Signs	Corrugated Plastic w/ h-stands	24" x 18"	150	1,500	2 weeks after request
F.3	Business Cards	100# Heavy premium, uncoated cardstock	3.5" x 2"	250	10,000	3 weeks after request
F.4	Rack Cards	120# Accent Smooth Cover	3.5" x 8.5"	1,500	9,000	2 weeks after request

All items listed follow full 4-color processing unless otherwise specified.

*Route maps are produced when stock is low and during service-change bids every Feb, June and October. Amounts vary between the 28 routes at 3,000 maps per run.

Appendix C - IPTC Stations, Shelters, and Facilities

Appendix C - IPTC Stations, Shelters, and Facilities

BRT Stations

Shared Stations (90/92)

Name	Latitude	Longitude
Statehouse	39.76770714	-86.16164629
Vermont	39.77313693	-86.1614091
9th Street	39.77899948	-86.1612134
14th Street	39.78622023	-86.16118183
IU Health	39.79050644	-86.1614328
18th Street	39.7911543	-86.1573016
22nd street	39.79712724	-86.15722019
Ivy Tech/Fall Creek	39.80451805	-86.15663239
Children's Museum	39.81048981	-86.15669792
34th Street	39.817815	-86.1567592
Meridian 38th	39.82460731	-86.15682205
Park	39.82498589	-86.14697496

Purple Line (92)

Name	Latitude	Longitude
State Fair	39.82533887	-86.1364625
Orchard	39.82531878	-86.1284063
Keystone	39.82529117	-86.1213562
Meadows	39.82525621	-86.1146047
Sherman	39.82528272	-86.102893
Arthington	39.82552667	-86.0905513
Emerson	39.825542	-86.0843566
Layman	39.82547945	-86.0734486
Arlington	39.82553317	-86.065328
Shadeland	39.8257912	-86.0464315
Richardt	39.82578781	-86.0361731
Franklin	39.82589315	-86.0266809
Alsace	39.82597215	-86.0197335
Post/38th	39.82658591	-86.0098809
42nd	39.83376647	-86.0100434
Pendleton Pike	39.8439968	-86.0102767
56th St	39.85482566	-86.0103869
Fort Harrison	39.86081701	-86.0062401

Red Line (90)

Name	Latitude	Longitude
66th Street	39.8758392	-86.145995
Broad Ripple	39.869461	-86.146113
Kessler	39.8614241	-86.14598
54th Street	39.8520271	-86.14584
52nd Street	39.8459564	-86.145753
46th Street	39.8394472	-86.145144
42nd Street	39.8326726	-86.145114
New Jersey Northbound	39.7624704	-86.150666
New Jersey Southbound	39.7623153	-86.150663
Fletcher Northbound	39.7590193	-86.146908
Fletcher Southbound	39.758965	-86.147027
Fountain Sq Northbound	39.7532422	-86.140949
Fountain Sq Southbound	39.7532839	-86.141211
Pleasant Run Northbound	39.7440658	-86.13974
Pleasent Run Southbound	39.7440693	-86.139882
Raymond St Northbound	39.7379141	-86.139618
Raymond St Southbound	39.737192	-86.139825
Garfield Park Northbound	39.7301134	-86.139599
Garfield Park Southbound	39.7306837	-86.139715
Troy Northbound	39.7231792	-86.139496
Troy Southbound	39.7222466	-86.139624
University	39.7097584	-86.139452

Blue Line (91) - Coming Fall 2028

Name	Latitude	Longitude
Washinton Point	39.77550125	-85.977699
Mitthoefer Rd.	39.77500153	-85.987099
Cherry Tree Plaza	39.77470016	-85.993896
Post Rd.	39.77389908	-86.009804
Fenton Ave.	39.77339935	-86.018402
Franklin Rd.	39.77310181	-86.025803
Sadlier Dr.	39.77249908	-86.036797
Ridgeview Dr.	39.77140045	-86.0578
Arlingont Ave	39.77109909	-86.063698
Ritter Ave.	39.77059937	-86.074097
Emerson Ave	39.77009964	-86.083603
Linwood Ave.	39.7696991	-86.093002
Sherman Dr.	39.76919937	-86.102501
LaSalle St.	39.76879883	-86.109901
Rural St	39.76839828	-86.115997
Hamilton Ave.	39.7677002	-86.125603
Oriental St.	39.76699829	-86.135399
Southeastern Ave	39.76689911	-86.141197
Park Ave	39.76679993	-86.147003
Statehouse	39.76729965	-86.162201
Convention Center	39.76580048	-86.1623
White River State Park Eastbound	39.765438	-86.170195
White River State Park Westbound	39.76562	-86.170311
Indy Zoo	39.76440048	-86.176201
Harding St.	39.76710129	-86.188004
Belmont Ave.	39.7663002	-86.196503
Belleview Place	39.7655983	-86.203201
Central Green	39.76490021	-86.209702
Holt Rd.	39.76070023	-86.224602
Airport	39.71390152	-86.299103

Appendix C - IPTC Stations, Shelters, and Facilities

Super Stops & Shelters		
Name	**Latitude**	**Longitude**
White River Pkwy W Dr & Pershing Ave	39.78356661	-86.1890132
Georgetown Rd & Covered Bridge Rd	39.87683717	-86.2445799
Georgetown Rd & 62nd St	39.86823407	-86.244165
Meridian St & Palmer St	39.74640499	-86.1590272
Madison & Nelson Ave	39.72774889	-86.1528194
Madison & Hanna Ave	39.70883982	-86.1428093
White River Pkwy W Dr & Candlewood/River West	39.78364782	-86.1889618
86th & Monon Trail	39.91262163	-86.136526
21st St & Mitthoefer Rd	39.79699125	-85.9917116
86th & Mercer Rd	39.91183067	-86.2176783
Washington St & Harding St	39.76703436	-86.188023
Washington St & Belmont Ave	39.76626428	-86.1963973
Washington St & Emerson Ave	39.77021661	-86.0835842
Ohio St & Pennsylvania St	39.7697964	-86.1565096
30th St & Clifton St	39.81012815	-86.1810189
Maryland St & Missouri St	39.76567857	-86.1640422
46th St & Mission Dr	39.83826522	-86.2724226
Keystone Ave & 52nd St	39.84702322	-86.1221676
Rural & Glendale Town Center	39.86547626	-86.1174361
62nd St & Keystone Ave	39.86875325	-86.1234011
Rural & Glendale Town Center	39.86598858	-86.1176336
10th & 7100 E	39.7818593	-86.043032
34th & Keystone Ave	39.81817762	-86.1219957
38th St & High School Rd	39.82337424	-86.2691485
Ohio St & Meridian St	39.76999041	-86.1573082
Meridian St & 13th St	39.78397025	-86.1575488
Meridian St & 16th St	39.78774755	-86.1574005

IPTC Facilities	
Name	**Address**
West Campus	1501 West Washington St, Indianapolis, IN 46222
East Campus	9503 East 33rd St, Indianapolis, IN
West Michigan	2425 West Michigan St, Indianapolis, IN
Julia Carson Transit Center (CTC)	201 East Washington St. Indianapolis, IN
IndyGo Foundation	6410 North College Ave. Indianapolis, IN
Eastside Terminus and Mobility Hub	11135 East Washington St, Indianapolis IN
Mobile Transit Facility	9350 East 30th St, Indianapolis, IN

Appendix D – IPTC Forms and Certifications

RFP 26-10-598

Printing Services

Offers will be received until the date and time listed. All offers must be submitted as outlined in the solicitation documents.

Proposal/Bid Data Check List

Did you read and understand the Project Manual? Yes ___No ___Initials ___

Did you read and understand the Statement of Work? Yes ___No ___Initials ___

Are there any exceptions to the instructions as described? Yes ___No ___Initials ___

If yes, explain:

_____

_____

_____

_____

Items Required to Be Returned:

_____ Proposal/Bid Check List
_____ Letter of Interest
_____ Certificate of Restriction on Lobbying
_____ Certificate Regarding Debarment
_____ Non-Collusion Affirmation
_____ Acknowledgment of Addenda
_____ Subcontractor/Supplier Participation Form (1 pg.)
_____ Letter of Commitment from each XBE subcontractor, see XBE Subcontractor Participation Form
_____ Good Faith Efforts Documentation Form (3 pgs.)
_____ Proposal/Bid Offer Cost Form
_____ Certificates of Insurance
_____ Financial Statements (if applicable)
_____ Similar Project Experience and References
_____ Project Approach (if applicable)

It is the responsibility of the vendor to notify IPTC if the contents of the solicitation do not match the description found in the Table of Contents included in the solicitation. Failure of the vendor to complete all forms and sign at all signature blocks may disqualify the offer from consideration.
NO OFFER SHALL BE ACCEPTED OR CONSIDERED THAT IS RECEIVED LATER THAN THE TIME AND DATE STATED AS THE SUBMISSION REQUIREMENT. Time given in the solicitation is the current time observed by the Consolidated City of Indianapolis, Indiana.

_____ _____

Offerors Name Offerors Signature

_____

Company Name

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(Must be returned with your offer)

I, _____, hereby certify on behalf of

_____:

(Company Name)

No appropriated Federal funds have been paid or will be paid, by or on behalf of the undersigned to any person influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the awards documents for any and all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction as imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Executed this _____ day of _____, 20___

By: _____
(Signature of Authorized Official)

_____
(Title of Authorized Official)

RFP 26-10-598

Printing Services

CERTIFICATION REGARDING DEBARMENT

(Must be returned with your offer)

To be submitted on all contracts reasonably anticipated exceeding $25,000.00 in value.
THE UNDERSIGNED PROPOSER, OFFORER, OR SUBCONTRACTOR ("ATTESTER") CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT:

The attester and/or any of its principals or subcontractor:

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency.

Have not for a three (3) year period proceeding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offences in connection with obtaining, or attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract: violation of Federal or State antitrust status relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or charged in any civil action by a government entity with commission of any of these offenses enumerated above.

The Attester has not, within a three (3) year period preceding this offer, had one (1) or more contracts terminated for default by any governmental agency.

"Principals", for the purpose of this certification, means officers, directors, owners, partners, and persons having a primary management or supervisory responsibilities within a business entity.

This certification concerns a matter that may be within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, USC.

The Attester shall immediately notify the Procurement Department at any time the attester learns that its certification was erroneous when submitted or has become erroneous.

A certification in which any of the items detailed above exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Attester's responsibility. Failure of the Attester to furnish a certificate or provide such additional information as requested by IPTC may render the Attester non-responsive.

Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If it is later determined that the Attester knowingly rendered an erroneous certification, in addition to other remedies available to IPTC, the Authority may terminate the contract resulting from this solicitation for default.

If Attester is unable to certify to any of the statements in this certification, attach an explanation to this certification.

_____ _____

(Signature of Authorized Company Official) Company Name TYPED

_____

(Title of Official, Including Name, Typed)

NON-COLLUSION AFFIRMATION

Pursuant to Ind. Code 5-22-16-6, the undersigned attests that the undersigned is the Offeror or is the properly authorized agent of the Offeror, and that, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Offeror, has entered into any combination or agreement relative to the price to be offered by a person; to prevent a person from making an offer; to induce a person to refrain from making an offer; and that the Offeror's offer in response to this solicitation is made without reference to any other offer.

I affirm, under the penalties for perjury, that the foregoing representations are true.

_____
Offeror (Firm)

_____
Signature of Offeror or Agent

_____
Name

_____
Title

_____
Date

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION
ACKNOWLEDGMENT OF ADDENDUM
(Must be returned with your Offer)

RFP 26-10-598	Printing Services

The undersigned acknowledges receipt of the following amendment(s) to the Bid and supporting documentation.

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Note: Failure to acknowledge receipt of all addendums that may have been issued may cause the Proposal offer to be considered non-responsive to the solicitation. No further consideration will be given to non-responsive offers. Acknowledged receipt of each addendum must be clearly established and included with the bid response.

_____
(Proposing Company Name)

_____
(Representative's Name)

_____
(Street Address)

_____
(City, State, and Zip Code)

_____
Signature of Authorized Company Official

_____
Date

"XBE" PARTICIPATION REQUIREMENTS FOR BIDS ON NON-FEDERALLY FUNDED PROJECTS

1.1 It is the policy of the Owner, the Indianapolis Public Transportation Corporation (IPTC), that Business Enterprises certified by the City of Indianapolis' Office of Minority and Women's Business Development (OMWBD) as MBE, WBE, VBE, and/or DOBE (XBEs) and the Indiana Department of Administration's Division of Supplier Diversity certified as an MBE, WBE, and/or VBE shall have the maximum feasible opportunity to participate in the performance of contracts.

A. As such, the Owner has established the following percentage goals for XBE participation on non-federally funded projects, based on the Contract Price as awarded to the successful Bidder:

- MBE (Minority Business Enterprise) - fifteen percent (15%);
- WBE (Women Business Enterprise) - eight percent (8%);
- VBE (Veteran Business Enterprise) - three percent (3%);
- DOBE (Disabled-Owned Business Enterprise) - one percent (1%)

B. Bidders shall complete and submit with their bid, the attached Subcontractor/Supplier Participation Form.

C. For purposes of determining the degree of participation for M, W, V, DOBEs operating as participants in Joint Ventures, as Subcontractors or Suppliers, the following methodology shall be utilized:

I. A Joint Venture Bidder consisting of one or more XBE parties will be credited with XBE participation on the basis of the percentage of the dollar amount of the Work to be performed by the XBE business(es).

II. An XBE Bidder will be credited with XBE participation for the portion of the Work that it self-performs, and that portion subcontracted to a certified XBE business(es).

III. A Bidder will receive percentage toward XBE participation for the portion of the Work that it self-performs, and that portion subcontracted to a certified XBE firm.

D. If a Bidder is unable to meet any of the four XBE participation goals stated within this document, the Bidder shall complete and submit with its bid <u>both</u> the Subcontractor/Supplier Participation Form and the Good Faith Efforts Documentation Form.

- Demonstration of good faith efforts shall be a condition to the Bidder being found to be a responsive Bidder.
- The decision of the Owner concerning whether a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.

E. The Owner may require the Bidder to submit additional information regarding XBE certifications and utilization at any time after Award of Contract during the term of this Contract.

F. Failure to submit the required XBE participation forms shall be grounds for rejecting the bid.

SUBCONTRACTOR/SUPPLIER PARTICIPATION

Instructions to Bidders:

The Bidder shall submit a completed Subcontractors/Suppliers list at the time of Bid submission. Failure to do so shall constitute grounds for rejection of the Bid as non-responsive.

XBE COMPLIANCE

THE BIDDER MUST SELECT ONE OF THE TWO BOXES BELOW FOR THE BID TO BE RESPONSIVE

B (1) [ ] **Bidder meets goals**

Bidder certifies that the above Subcontractors/Suppliers Listed will accomplish the respective project specific goals for MBE and WBE participation as established by the Contract Documents.

B (2) [ ] **Bidder does NOT meet the XBE goal(s) for this contract.**

Bidder certifies that it has made good faith efforts in accordance with the Invitation for Proposal to meet the MBE/WBE goal but, despite these efforts, has been unable to meet the goal. Bidder has completed the Good Faith Efforts Documentation Form attached to this Participation Form. Record any MBE/WBE participation achieved below.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of subcontractors/suppliers herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own workforce for that portion of the Work.

XBE Name	XBE Address	Scope of Services	Total Dollar Amount	Percent of Total Contract

A letter of commitment from each "XBE" listed above shall be submitted with the Proposal. The letter of commitment is a signed letter, on company letterhead, from the XBE that serves as acknowledgment from the XBE firm of their level of participation in this solicitation. The dollar amount of the commitment, the scope of service or product shall also be provided.

Signed by: _____ Company Name: _____

RFP 26-10-598

Printing Services

GOOD FAITH EFFORTS DOCUMENTATION FORM

MBE GOAL: 15%

WBE GOAL: 8%

VBE GOAL: 3%

DOBE GOAL: 1%

If Bidder has indicated on the Subcontractor/Supplier Participation Form that it does not meet the XBE goal(s), Bidder must submit this form with its Subcontractor/Supplier Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with the Bid may render this Proposal non-responsive. Copies of all communications to and from each vendor shall be maintained and shall be submitted to IPTC upon request.

Good faith efforts include, but are not limited to:

(1) Soliciting XBEs through all reasonable and available means (e.g. – attendance at pre-bid meetings, advertising and/or written notices) and following up on initial solicitations.

(2) Selecting portions of work to be performed by XBE businesses in order to increase the likelihood of XBE goal achievement (e.g. – breaking out contract work items into economically feasible units, even when the performance of work with vendor's own workforce might otherwise be preferred).

(3) Providing interested XBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to facilitate their response to the solicitation.

(4) Negotiating in good faith with interested XBEs and/or providing evidence as to why agreements could not be reached for XBEs to perform the work.

(5) Not rejecting XBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(6) Making efforts to assist XBEs in obtaining bonding, lines of credit, or insurance.

(7) Making efforts to assist interested XBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

Note that the fact that there may be some additional costs involved in finding and using XBEs is not, in itself, sufficient reason for a bidder's failure to meet the contract XBE goal(s), as long as such costs are reasonable. Prime contractors are not required to accept higher quotes from XBEs if the price difference is excessive or unreasonable.

A Bidder representative attended the pre-bid meeting: Yes_____ No_____

I. Advertisement Log: (Attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Date(s)of Advertisement

II. Selected Portions of the Work to be Performed by XBEs:

Work Categories	Type of Bid	Bidder's Estimated	Additional Comments

III. Made efforts to assist interested XBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies and/or materials, etc. List the specific offers made:

IV. Solicited the following XBEs:

XBE Firm and Address	Type of Contact	Date of Initial Contact	Goods or Services Requested

VI. Followed up with initial contacts:

XBE Firm	Date	XBE Phone#	Bidding? Yes/No	Reason for No-Bid

XBE Firm	Date	XBE Phone#	Bidding? Yes/No	Reason for No-Bid

Include any additional data to support a demonstration of good faith efforts:

IPTC will review and compare the performance of other bidders in meeting the contract goal. The good faith efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain XBE participation for the proposal.

A verbal or written "promise" to utilize XBEs after contract award is considered non-responsive to the contract solicitation and does not constitute good faith efforts.

If you have further questions, please contact:
Indianapolis Public Transportation Corporation – Supplier Diversity
1501 W. Washington St.
Indianapolis, IN 46222
SupplierDiversity@indygo.net

Appendix E – IPTC Materials/Supplies Vendor Contract

IPTC-MATERIALS/SUPPLIES VENDOR CONTRACT

This **IPTC-VENDOR CONTRACT** ("Contract") is made and entered into as of the 1st day of March, 2027 (Effective Date), by and between the Indianapolis Public Transportation Corporation, an independent municipal corporation organized under the laws of the State of Indiana, of Indianapolis, Indiana ("IPTC") and _____("Vendor"), concerning the following:

IPTC: **IPTC**

1501 West Washington Street
Indianapolis, IN 46222

PROJECT: **RFP# 26-10-598 Printing Solutions**

VENDOR

DESCRIPTION OF WORK: Provide all materials and supplies as required to complete the work for the Project ("Work") as described in the Contract Documents and IPTC RFP # 26-10-598.

CONTRACT PRICE: The Contract Price shall be determined by cost presented as Exhibit A – Proposal Cost Offer Form of this Contract.

CONTRACT TERM: Contract shall remain in effect for an initial term of three (3) years, unless earlier terminated in accordance with this Contract. IPTC may extend the Contract for up to two (2) successive one (1) year option periods by providing written notice to Vendor.

EXHIBITS:

Exhibit A - Proposal Offer Cost Form

TERMS AND CONDITIONS

1. **Contract Documents.** The Contract Documents consist of (1) this Contract and the Exhibits attached hereto; (2) IPTC RFP # 26-10-598; (3) Vendor's response to IPTC RFP # 26-10-598; (4) all Addenda issued prior to the execution of this Contract; (4) all Modifications and Task/Change Orders issued after the execution of this Contract; and (5) IPTC Procurement Forms and Certificates required of the Vendor as set forth in IPTC Request for Proposal. The Contract Documents form the Contract and are as fully a part of this Contract as if repeated herein.

   Vendor acknowledges that it has had an adequate opportunity to examine sufficiently to its satisfaction the site of the Work and to review and/or obtain copies of the Contract Documents and to become fully familiar with them, and that it shall not be excused from any conditions existing and detectable at the site or any

2. **Scope of Work.** The term "Work" means the labor, delivery, materials and services required of Vendor under the Contract by the Contract Documents, whether completed or partially completed, and includes all labor, materials, supervision, services, supplies, equipment, shipping and storage provided or to be provided by Vendor in order to fulfill Vendor's obligations and/or necessary to complete the Work. IPTC, without nullifying this Contract, may at any time direct Vendor in writing to make changes, additions or deletions

to the Work. The Contract Price and time for completion may be adjusted accordingly by written Task/Change Order.

Vendor shall assume and fulfill all obligations and perform all Work required by the Contract Documents in strict accordance with the Contract Documents and in accordance with all applicable laws, rules, regulations and standards applicable to such Work. Vendor is responsible for the overall coordination of the Work and for ensuring that the Work is accomplished as an integrated whole, with no items necessary to make it so excluded from the Work. Any portion of the Work necessary to accomplish integration shall be undertaken by Vendor as part of the Contract Price.

3. **Contract Price.** IPTC agrees to pay Vendor for performance of the Work, subject to additions and deductions by Task/Change Order as provided for herein, the Contract Price set forth on the front page of this Contract and pursuant to the rates provided in Exhibit A. Vendor shall be responsible for the prompt payment of all charges and costs imposed or payable for the materials and supplies provided by Vendor as part of the Work, including, but not limited to, any local, state and federal taxes, customs, duties and tariffs, applicable permits, transportation, freight, fees, warranties, guarantees and insurance; and Vendor shall pay and bear the risk of any increase in such taxes, customs, duties, tariffs, permits, transportation, freight, fees, warranties, guarantees and insurance charges and costs or any other charges or costs imposed or payable on any of the materials and supplies.

   As a public, municipal entity, IPTC is exempt from sales and compensating use taxes on all tangible personal property pursuant to the law of the State of Indiana. Vendor shall not include any charges representing such taxes on any invoices hereunder. Vendor shall be responsible for all franchise fees and taxes of any kind whatsoever.

4. **Time Is of the Essence.** Time is an essential condition of the Contract, and all dates expressed herein or set forth in any notice given by IPTC under the terms of the Contract Documents are of the essence. Vendor, in agreeing to complete the Work within the times and sequences herein mentioned, acknowledges and agrees that the times allotted by the Contract for the performance and completion of the Work are reasonable and take into account the risks and adverse conditions assumed by Vendor under the Contract Documents.

   The delivery requirements issued by IPTC shall be complied with by Vendor. IPTC reserves the right to postpone delivery of the Work supplied hereunder or accelerate such deliveries or performance. Vendor hereby agrees to carry out IPTC's instructions in regard to time of deliveries or manner of performance at no additional expense to IPTC. Failure by Vendor to comply with any terms hereof may be deemed a breach of this Contract.

5. **Title and Risk of Loss.** Title to all materials and supplies provided by Vendor as part of the Work shall be transferred to IPTC upon written acceptance by IPTC in accordance with Paragraph 8 herein or upon payment in full to the Vendor, whichever occurs first. Vendor shall bear the risk of any loss, deterioration or damage to all materials and supplies provided by Vendor as part of the Work, including during shipment and transit, until the equipment, materials and supplies are accepted by IPTC. Vendor shall insure the equipment, materials and supplies against all risks of loss and damage.

6. **Delivery.** Vendor shall properly pack, mark and ship the materials and supplies on the date, and to the location, specified by IPTC and otherwise in accordance with applicable law and industry standards. Vendor agrees to provide IPTC with shipment documentation showing the quantity of pieces in the shipment, the number of cartons or containers shipped and the bill of lading number.

7. **Inspection.** All materials and supplies shall be received subject to IPTC's right of inspection and rejection. Defective goods not in accordance with IPTC's specifications will be held for Vendor's instructions at Vendor's risk for a reasonable amount of time to be determined by IPTC and if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance

with IPTC's specifications or the Contract Document requirements, IPTC shall have the right to cancel any unshipped portion of the Contract materials and supplies. Payment for goods prior to inspection shall not constitute acceptance and shall be without prejudice to any claims or remedies which IPTC may have otherwise.

8. **Acceptance.** Prior to the tender of delivery by the Vendor, IPTC may conduct a preliminary inspection of the materials and supplies for purposes of verifying that the materials and supplies meet IPTC's specifications and comply with applicable laws, regulations, ordinances and codes. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such materials or equipment. Any defects, damages, deficiencies or nonconformity discovered by IPTC shall be reported to Vendor within a reasonable period of time not to exceed fourteen (14) days from the date of discovery.

   Upon delivery of the materials and supplies, IPTC shall conduct an acceptance inspection. If IPTC determines that the materials and supplies comply with the requirements of the specifications and Contract Documents, IPTC shall notify the Vendor in writing that the materials and supplies have been accepted. If IPTC determines that all or any portion of the materials and supplies do not conform to the requirements of the specifications and Contract Documents, IPTC shall reject such nonconforming portion by notifying the Vendor in writing of such rejection. Upon rejection by IPTC, the Vendor shall have 30 days to remedy the basis for rejection. If not remedied and accepted by IPTC within 30 days of rejection, the nonconforming work shall be considered defective under Paragraph 9 herein.

   If materials and supplies that have been previously accepted are found not to comply with the requirements of the Contract Documents, IPTC shall be entitled to revoke acceptance prior to final completion of the Work and final payment. Such revocation of acceptance shall be made by giving written notice to the Vendor. In such event, the Vendor shall have 30 days to remedy the basis for rejection. If not remedied and accepted by IPTC within 30 days of rejection, the nonconforming work shall be considered defective under Paragraph 9 herein.

9. **Defective Materials.** All materials and supplies which fail to meet industry standards or which are not in full and complete compliance with the specifications and Contract Documents, which are not merchantable or fit for their particular purpose as set out in the Contract Documents, which are shipped contrary to instructions or in excess of the quantities herein provided, or which are substituted for the materials and supplies described, shall be considered defective or nonconforming and may be rejected by IPTC and returned to Vendor or held at Vendor's expense and risk. IPTC also may charge Vendor all expenses and costs of inspecting, unpacking, examining, repacking, storing and shipping any materials and supplies so rejected in addition to holding Vendor liable for any and all damages and costs arising from such defective materials and supplies, the providing of which shall constitute a neglect, omission, failure to perform, and/or a breach or default of Vendor's obligations under the Contract.

10. **O&M Manuals.** Instruction or operation and/or maintenance manuals, if specified, including parts, lists and certifications, shall be furnished by the Vendor. Delivery, installation or erection of equipment shall not be considered to be complete until approved copies of the operation and maintenance manuals are in the hand of IPTC. Such manuals shall include drawings of all equipment, including minor parts and sub-assemblies in such detail as will permit the assembly of each piece of equipment for maintenance. Parts drawings shall show such fabrication and assembly details as are required to permit disassembly and assembly of the equipment. Vendor shall furnish start-up and instructional service, if specified.

11. **Submittals.** Any and all samples, test reports, warranties, guarantees, or the like, required by the Contract ("Submittals"), shall be furnished by Vendor at no additional cost, and in a timely manner to IPTC. No attempted disclaimer of warranty or limitation of liability hereunder by Vendor shall be effective or enforceable as against IPTC or any other party without IPTC's express, separate written acceptance and agreement to such disclaimer or limitation.

12. **Payment**. IPTC shall make payments for all materials and supplies accepted under this Contract. IPTC agrees to pay Vendor the costs as set forth in Exhibit A. Prices listed for the equipment, materials and supplies may be adjusted downward without prior approval of IPTC. Payments to be made under this Contract shall be made by electronic funds transfer. Vendor will be paid only after IPTC has received and reviewed Vendor's itemized invoice for equipment, materials and supplies delivered. Vendor may submit invoices no more than once per month. No surcharges of any kind shall be assessed without the prior written consent of IPTC. The minimum acceptable payment term is net thirty (30) days. Any request for a different payment term must be supported by a need or circumstance that would justify a change in the standard payment policy of IPTC.

All invoices for supplies and materials shall be submitted to:
Indianapolis Public Transportation Corporation
Attn: Accounts Payable Department
1501 West Washington Street
Indianapolis, IN 46222
accountspayable@indygo.net

IPTC shall have the right to withhold payment to Vendor of such amounts as may be necessary to protect IPTC from loss arising from the fault of Vendor in performance of the Contract, including (1) any defect(s) in the materials and supplies caused by Vendor's non-conformance with the standard of quality set forth herein and/or Vendor's failure to perform any duty expressly assumed under this Contract, provided that such defect or non-performance is not remedied by Vendor in accordance with the terms of this Contract; (2) third-party claims arising from Vendor's negligence, provided that IPTC is not in breach of its contractual obligations to make payments of undisputed sums; (3) failure of Vendor to make payments properly to consultants or sub-contractors unless there is a legal or contractual basis or justification for Vendor not making such payments or unless such failure is due to IPTC's failure to make payments of undisputed sums to Vendor; (4) damage to IPTC or any sub-contractor engaged by IPTC caused by Vendor's negligence or failure to perform any duty expressly assumed under this Contract; (5) Vendor's persistent failure to carry out the Work and/or furnish the equipment, materials and supplies in accordance with the terms and conditions of this Contract; (6) any other breach of this Contract; or (7) any other conditions specified as grounds for such withholding by the Contract documents.

If IPTC determines that Vendor is not entitled to all or part of an invoice or request for payment as set forth in this Paragraph 12, IPTC shall notify Vendor in writing of its decision to withhold payment within fourteen (14) days of receipt of the invoice or request for payment. The notice shall indicate the specific amounts IPTC intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Vendor must take to rectify IPTC's concerns. If the Parties cannot resolve such concerns, Vendor may pursue its rights and remedies under this Contract, including those set forth in Paragraph 23. This right to withhold shall continue until the claim for such loss has been finally decided or resolved in accordance with the provisions of Paragraph 23 and will be paid within thirty (30) days thereafter. No interest shall accrue on any withheld payment amounts.

13. **Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend at its own expense, IPTC and all of its officers, directors, partners, agents, employees, consultants, attorneys and any other person or entity for whom any of them may be legally responsible, from and against any and all claims, demands, suits, causes of actions, and liability of any nature or kind whatsoever, including but not limited to, any and all damages, losses, costs and expenses, including reasonable attorney's and consultant's fees and expenses, injury to person or property (tangible or real property, including the loss of use thereof and consequential damages resulting therefrom), or economic harm or loss, in any manner arising from, in connection with or incidental to the performance of the Contract, or occasioned by any breach or alleged breach or nonperformance of its terms, or the quality of any furniture, furnishings, materials or equipment

furnished hereunder, or infringement or alleged infringement of any patent, trademark, copyright or other intellectual property rights, or arising from or occasioned by the use thereof, regardless of whether such claim, demand, suit, cause of action, liability, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, breach of contract, breach of warranty, strict liability, or other breach of duty by IPTC, or any party indemnified hereunder. Without limiting the generality of the foregoing and in addition thereto, the indemnification, hold harmless and defense duties and obligations of Vendor under this Paragraph shall apply to any claims, suits, demands, causes of action, damages, losses, costs and expenses, including attorney's and consultant's fees and expenses, of whatsoever kind, nature and type, whether based in contract, tort or otherwise, of Vendor and its employees against any other subcontractor, material supplier or third party and to the claims of whatsoever kind, nature and type, whether based in contract, tort or otherwise, of any other subcontractor, material supplier or third party, or its employees, against Vendor, IPTC or any other party indemnified hereunder, consistent with the provisions of the Indiana Anti-Indemnity Statute, as codified at Indiana Code, §26-2-5-1.

14. **Project Records and Accounting**. Vendor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract ("Project Records"), including those pertaining to Task/Change Orders. Accounting records shall be kept on the basis of generally accepted accounting principles and all Project Records shall be available, upon request, for review and verification by IPTC or IPTC's Representative within three (3) days, unless mutually agreed otherwise. Copies shall be furnished at no cost to IPTC if requested.

    Vendor's Project Records, including all electronically stored or saved information, shall be maintained, and retained, and be made available, upon request, for review and verification by IPTC or IPTC's Representative, for a period of at least three (3) years after completion of the Work and delivery of the equipment, materials and supplies. If any claim or litigation has been initiated during this period and not concluded by that three (3) year date, then such records shall be maintained and retained until such claim or litigation is concluded. Any additional or longer retention requirements of any controlling Federal, State or Local governmental or regulatory authority with jurisdiction over the services provided under this Contract and individual Task/Change Orders issued hereunder or funding source for the services or projects covered by such Task/Change Orders, shall be met and complied with by Vendor.

15. **Damages Liability and Attorney Fees.** Vendor shall be liable for all damages, costs, and expenses, direct and indirect, including IPTC's attorney and consultant fees and related expenses, resulting from any neglect, failure to perform, default or breach of this Contract. If Vendor neglects, fails to perform, defaults or breaches any of its obligations under this Contract, IPTC may, after three (3) business days written notice, during which period Vendor fails to cure such neglect, failure, default or breach, undertake to perform such obligations. The Contract amount will be reduced by the damages, losses, costs or expenses, including attorney and consultant fees and related expenses, to IPTC to perform such obligations. IPTC shall not be liable to Vendor for any further payment under the Contract unless and to the extent that the unpaid balance of the amount to be paid under the Contract exceeds any damages, losses, costs and expenses, including attorney and consultant fees and related expenses, as herein provided. If there remains an amount owing to IPTC after so reducing the amount of the Contract, Vendor shall pay such amount to IPTC immediately upon its being invoiced by IPTC.

16. **Delays**. Vendor hereby assumes the risk of all suspensions of, delays in, or hindrances to the performance of Work and furnishing of the materials and supplies hereunder, regardless of the length thereof, arising from any and all causes whatsoever, including, without limitation, individual or cumulative acts or omissions of or interference by IPTC, other Vendors, subcontractors or third parties, or due to fire or other casualty, or on account of riots or of strikes, or other combined action of workmen or others, or on account of any Acts of God, or any other cause whether or not within IPTC's control, or on account of any circumstances caused or contributed to by Vendor. Furthermore, Vendor acknowledges and agrees that it shall not be entitled to

recover and hereby unconditionally waives and relinquishes any right to make any claim for any damages or other monetary relief for or in connection therewith, regardless of the nature of the circumstances or the extent or duration of adverse impacts thereof, any and all such circumstances and consequences being within the contemplation of the Parties. In the event excusable delays occur, Vendor may request an extension of time for performance of the Work and/or furnishing of the materials and supplies, and the right to such time extension shall be Vendor's sole and exclusive remedy.

17. **Additional Costs.** No additional charges or costs of any kind, including charges for exchanges, extras, suspensions, inefficiencies, or delays will be allowed unless specifically and beforehand agreed to in writing by IPTC. Any costs, damages or penalty charged to IPTC under the Contract on account of the failure to complete or perform the Contract in the time and manner specified shall be borne by all subcontractors or material suppliers, including Vendor, who have delayed or disrupted completion or performance of the Contract, in proportion to the delay or disruption caused by them. IPTC is to be the final arbiter in determining the cause of the delay or disruption, and of the allocation of the amount of any cost, damages or penalties among the subcontractors, material suppliers and vendors causing the delay or disruption.

18. **Insurance.** Prior to Vendor commencing performance of the Work, Vendor shall secure and maintain at its own cost and covering all times herein, such insurance as will protect it from claims under the worker's compensation laws of the state in which the Work is being performed, and also commercial, general and automobile liability, public liability and property damage insurance as shall protect Vendor from claims, losses and damages which may arise out of and during the operation of this Contract, whether such claims, losses and damages arise out of or result from the acts or omissions of Vendor or anyone for whose acts or omissions Vendor may be liable, and whether such claims, losses and damages are arising out of statutory liability, bodily injury, occupational sickness or disease, or death, insured personal injury liability, property damage, other than to the Work itself, contractual liability (including with regard to the indemnification requirements herein), products and completed operations, fire damage, advertising injury, medical expenses and comprehensive automobile liability. Vendor's commercial general liability insurance shall be written on an occurrence basis with minimum limits for bodily injury (including death), property damage and completed operations with a combined single limit of not less than Two Million Dollars ($2,000,000). Coverage shall be for no less than the statutory amounts required for Workers Compensation, and Comprehensive Automobile Liability Insurance shall be for coverage of no less than One Million Dollars ($1,000,000.00) for bodily injury caused by accident (for each accident), One Million Dollars ($1,000,000.00) for bodily injury caused by disease (policy limit), and One Million Dollars ($1,000,000.00) for bodily injury caused by disease (for each employee.

    IPTC shall be named as additional insureds on each of the required coverages, except for Worker's Compensation. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to IPTC. IPTC will not seek contribution from any other insurance Provider. Vendor waives, and Vendor shall cause its insurers to waive, any right of subrogation or other recovery against IPTC, its affiliates and their insurers.

    Vendor shall provide to IPTC a Certificate of Insurance showing Vendor's required liability coverages prior to commencing performance of the Work. Vendor shall maintain the foregoing coverages for not less than two (2) years after the date final payment is due, except for the required products and completed operations coverage. Completed operations coverage shall be maintained for a period of four (4) years after final payment and Vendor shall continue to provide evidence of such coverage to IPTC during such period. Each of the minimum insurance limits will be reduced to One Million Dollars ($1,000,000.00) for any vendor whose contract sum initially is less than Five Hundred Thousand Dollars ($500,000.00). Should Vendor fail or neglect to provide the required insurance, or allow any required coverage to lapse, IPTC shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Vendor for any and all premiums paid by IPTC for and on account of said insurance.

19. **Warranties.** Vendor, without negating any other warranty or guarantee contained in this Contract, or any of the Contract Documents, expressly warrants that the equipment, materials and supplies covered by this Contract or other description or specification furnished by IPTC will be (a) in exact accordance with such Contract, description or specification, (b) of good quality and free from defects in material and/or workmanship, (c) merchantable and fit for IPTC's intended purpose, (d) free from infringement upon, violation or misappropriation of the Intellectual Property Rights of any Person, (e) in compliance with all industry standards, applicable laws, regulations, ordinances and codes. Such warranties shall survive delivery and shall not be deemed waived either by reason of IPTC's acceptance of the Work or articles or by payment for them. Any deviation from this Contract or specifications furnished hereunder, or any other exceptions or alterations, must be approved in writing by IPTC.

    Vendor shall, at its sole expense, promptly and properly repair, replace or otherwise correct Work that is (i) rejected by IPTC, or (ii) known, observed or discovered at any time by Vendor and/or IPTC to be defective or failing to conform to the Contract Documents and shall pay IPTC for all expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work. For a period of two (2) years from the date of final completion and acceptance of the Work by IPTC, Vendor warrants to IPTC to make good, at its own expense, any defects, shrinkage, warpage or other faults in the Work arising out of defective materials or workmanship, ordinary wear and tear excepted. Any and all warranties which are available on any equipment, materials and supplies which are part of the Work will be provided to IPTC at no additional cost. Upon completion of the Work, Vendor shall assign to IPTC all warranties obtained or obtainable by Vendor from manufacturers and supplies of the equipment, materials and supplies incorporated into the Work in a form acceptable to IPTC. The assignment of such manufacturer and supplier warranties shall not relieve Vendor of any of its own warranty obligations under this paragraph, which shall remain in full force and effect.

20. **Confidential Information**. Vendor understands and agrees that data, materials, business and technical information disclosed to the Vendor may contain confidential and protected information. Vendor covenants that data, material, and information gathered, based upon or disclosed to Vendor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of IPTC.

21. **Default and Termination.** If Vendor fails, neglects or is unable to carry out the Work in accordance with the strict requirements of the Contract Documents, or if Vendor breaches any of the terms hereof, IPTC may declare Vendor in default and, in addition to any other right or remedy afforded by the Contract Documents, stop, correct and/or carry out the Work after prior written notice to Vendor.

    If Vendor fails to cure any defaults within seven (7) days after receipt of the written notice, IPTC may, and without prejudice to any other remedy IPTC may have, terminate the Contract and finish the Work by whatever method IPTC may deem expedient. All claims, costs, losses and damages incurred or sustained by IPTC in exercising such rights and remedies, including but not limited to delay damages, attorney fees and costs of administration, will be charged against Vendor and IPTC shall be entitled to a corresponding decrease in the Contract Price. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to IPTC. IPTC, by written notice to Vendor, also shall have the right to terminate and cancel this Contract for any cause or for IPTC's own convenience. In such event, provided Vendor is not in breach or default of any term hereof, IPTC shall pay Vendor for the Work actually furnished in an amount proportionate to the contract price. Under no circumstances shall IPTC be liable for any other costs, including lost or anticipated profits, overhead or other additional sums or consequential damages by reason of such termination for convenience.

    If IPTC terminates this Contract for cause and it is subsequently found or determined in legal proceedings or for any reason that Vendor was not in default or breach of this Contract by failure to perform in accordance with its terms, or that such failure to perform was caused through the fault of IPTC, or that such termination

was wrongful against Vendor, or that adequate grounds did not exist to support the termination or such termination was not otherwise proper, then the termination shall be deemed to be a termination for convenience of IPTC, pursuant to which Vendor shall be entitled to receive payment for Work executed, but shall not be entitled to any compensation with respect to the Work not executed. Recovery by Vendor of lost anticipated profits, overhead, or other direct, indirect or consequential damages relating to portions of Work not performed under the uncompleted portions of the Contract is hereby specifically excluded. The payment provided by this Paragraph shall constitute Vendor's sole and exclusive remedy in the event of such termination for convenience. A determination of default made by IPTC in good faith under the belief that a default exists under the terms hereof, shall be conclusive on the fact of such default and on IPTC's right to proceed as herein provided.

22. **Downstream Claims.** Vendor, for itself and all others directly or indirectly acting for, through or under Vendor, in consideration of IPTC entering into this Contract, agrees that no stop work notices, mechanic's liens or claims, or any statutory claim notices to IPTC, will be filed or asserted against the Project or premises or any interests therein, or against any fund or money due or to become due to Vendor for or on account of any work, materials, or other items performed or furnished in connection with the Work. In the event such claims are asserted, Vendor shall immediately cause the same to be removed at its own expense.

23. **Claims.** Vendor shall make any and all claims to IPTC for additional costs, damages and extensions of time in writing within twenty-one (21) calendar days of the event giving rise to such claim. The failure to give such written notice within the twenty-one (21) day time limit allowed for submission of a claim shall constitute an irrevocable waiver of the claim by Vendor.

24. **Waiver of Consequential Damages**. Vendor waives any claims against IPTC for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Vendor for principal office expenses including the compensation of personnel stationed there, rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and for loss of profit except anticipated profit arising directly from the Work and/or materials and supplies being furnished hereunder.

25. **Dispute Resolution.** IPTC and Vendor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If claims, disputes or disagreements do arise arising out of or related to this Contract and notice is provided as required in Paragraph 23, IPTC and Vendor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. IPTC and Vendor will first attempt to resolve disputes or disagreements through discussions between their Authorized Representatives. If a dispute or disagreement cannot be resolved through discussions between the Authorized Representatives, upon the request of either Party, principals of IPTC and Vendor shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the principals of IPTC and Vendor, the Parties will exchange relevant information that will assist the Parties in resolving their dispute or disagreement. Disputes or disagreements that are not resolved shall, at IPTC's sole option, be subject to mediation as a condition precedent to binding dispute resolution. All disputes not resolved by mediation shall be subject to binding arbitration (administered by the American Arbitration Association) or litigation. IPTC shall have the sole option of selecting arbitration over litigation as means for binding dispute resolution. All binding dispute resolution proceedings shall be venued in Marion County, Indiana.

26. **Governing Law and Venue.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Indiana. For any action or

proceeding involving any controversy, claim or dispute under this Contract that IPTC does not elect to arbitrate, IPTC and Vendor expressly and unconditionally (a) agree that the venue and the forum for any legal or equitable action or proceeding shall be, at IPTC's sole option, either in the Circuit or Superior Courts of the County where IPTC has a branch office in Indiana, the County where the Project is located, or in Marion County, Indiana, or in the United States District Court for the Southern District of Indiana, Indianapolis Division, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by IPTC; and (b) waive the right to a trial by jury in the action or proceeding. If IPTC elects arbitration as provided herein above, then the locale of any hearing shall be in the City of Indianapolis, Marion County, Indiana. Vendor consents to the choice of law and venue as provided herein, and to personal jurisdiction over it as provided herein, and waives any right to object to the exercise of personal jurisdiction by these tribunals and courts and to exclusive venue in these locales.

27. **Bankruptcy.** If Vendor files a petition or proceedings under the Bankruptcy Code, the Contract shall be subject to termination if Vendor or Vendor's Bankruptcy Trustee rejects the Contract, or if there exists a default hereunder by Vendor at the time of its bankruptcy filing and Vendor or its Trustee is not able or willing to furnish adequate assurance of Vendor's continued performance of its duties and obligations under the Contract, including curing or correcting any and all defaults hereunder, or if Vendor otherwise is unable to comply with the requirements for timely assuming the Contract under the applicable provisions of the Bankruptcy Code. While IPTC is waiting on Vendor or its Bankruptcy Trustee to assume or reject the Contract and to provide the required adequate assurances of Vendor's continued ability to perform the Work, IPTC may employ any and remedies hereunder as IPTC deems reasonably necessary to assure the timely and continued performance of the Contract in order to maintain the Project Schedule and completion of IPTC's obligations under the Contract or any other contract relating to the Project, and any and all costs, damages and expenses so incurred by IPTC shall be charged against Vendor and IPTC shall be entitled to a corresponding decrease in the Contract Price.

28. **Successors and Assigns.** IPTC and Vendor, respectively, bind themselves, their agents, partners, successors, assigns and legal representatives to the other party to this Contract and to the agents, partners, successors, assigns and legal representatives of such other party with respect to all terms, duties and covenants of this Contract.

29. **Non-Assignment.** This Contract and any contract resulting therefrom, or any amounts to be paid hereunder, may not be let, assigned or transferred by Vendor without IPTC's written consent.

30. **Precedence Order.** In resolving conflicts, errors, discrepancies and disputes concerning the equipment, materials and supplies to be furnished or obligations to be performed by Vendor under this Contract, the terms and conditions of this Contract shall be given precedence over all other documents, including the plans and specifications.

31. **Severability of Terms**. Every provision of this Contract is intended to be severable such that, if any term or provision hereof is void, invalid or unenforceable for any reason whatsoever, such provision shall be severed from the Contract and shall not affect or impair the validity of the remainder of the Contract.

32. **No Third-Party Beneficiary Rights**. Nothing set forth and contained in this Contract shall create or establish any contractual relationship or obligations between IPTC and any of Vendor's employees, consultants, agents or representatives nor create a cause of action in favor of any third party against IPTC or Vendor. There are no intended present or third-party beneficiaries under this Contract, and any and all rights and remedies hereunder are exclusively for the benefit of the Parties hereto.

33. **Authorized Representatives.** IPTC and Vendor identify their respective Authorized Representatives as follows:

IPTC: VENDOR:

34. **Written Notice**. All notices, requests, approvals, demands and other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given and to be effective upon hand delivery, depositing in the United States mail as registered or certified matter, postage prepaid, return receipt requested, or delivery to an independent overnight courier, addressed to each party at the following address or to such other address as any party may give notice to the other party from time to time.

If to IPTC: Indianapolis Public Transportation Corporation
1501 W. Washington Street
Indianapolis, Indiana 46222

CC: Chief Legal Counsel
Sr. Director of Procurement

If to Vendor:

35. **Non-Discrimination**. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Vendor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Vendor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IPTC and any applicant or employee of the Vendor or any authorized agent.

IPTC is a recipient of federal funds, and therefore, where applicable, the Vendor and any authorized agent shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

36. **E-Verify Compliance**. As required by Ind. Code §22-5-1.7, Vendor swears and affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Vendor further agrees that:

a. Vendor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in Ind. Code §22-5-1.7-3. Vendor is not required to participate should the E-Verify program cease to exist. Additionally, Vendor is not required to participate if Vendor is self-employed and does not employ any employees.

b. Vendor shall not knowingly employ or contract with an unauthorized alien. Vendor shall not retain

an employee or contract with a person that Vendor subsequently learns is an unauthorized alien.

c. Vendor shall require all of its consultants or subcontractors who perform work under this Contract to certify to Vendor that the consultant or subcontractor does not knowingly employ or contract with an unauthorized alien and that the consultant or subcontractor has enrolled and is participating in the E-Verify program. Vendor agrees to maintain this certification throughout the duration of the term of its contract with its consultant or subcontractor.

d. If Vendor or any consultant or subcontractor violates the requirements of this ¶36 and its subparts, and it is brought to the attention of IPTC, IPTC shall require Vendor to remedy the violation, or require the subcontractor or consultant to remedy the violation, not later than thirty (30) days after IPTC notifies Vendor. If Vendor fails to remedy the violation, either directly or through its subcontractor or consultant, within the thirty (30) period, the failure of Vendor to comply with this requirement may be treated by IPTC as a default under the Contract as provided in ¶21 hereof. If Vendor employs or contracts with an unauthorized alien but IPTC determines that terminating the Contract would be detrimental to the public interest or public property, IPTC may allow the Contract to remain in effect.

37. Drug Free Work Site. Vendor and its employees shall comply with all provisions of the Drug Free Workplace Act of 1988 as amended. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Vendor is responsible for the development implementation, administration and enforcement of a formal substance abuse policy ("Substance Abuse Policy") which, as, a minimum, meets the standards set forth by IPTC and Indiana Code § 5-16-13. In all cases where Vendor is permitted to employ a consultant/subcontractor, Vendor is responsible for the consultant/subcontractor and consultant's/subcontractor's employees being in compliance with the Substance Abuse Policy. Contracts between Vendor and its consultants/subcontractors must stipulate that IPTC reserves the right to audit the consultants'/subcontractors' substance programs for compliance with the requirements of this provision.

38. M/W/V/DOBE Goal. IPTC has established goals for M/W/V/DOBE participation in this Contract. Vendor shall make a good faith effort to meet or exceed IPTC M/W/V/DOBE participation goals in this Contract.

a. Modifications or Substitutions. In the event that Vendor wishes to modify its M/W/V/DOBE subcontractor commitments, the Vendor must notify IPTC DBE Liaison Officer in writing and request approval for the modification. Vendor may not, without IPTC's prior written consent, terminate for convenience any M/W/V/DOBE subcontractor approved by IPTC under this Contract and then perform the work of the subcontract with its own forces. This includes any changes to items of work, material, services or M/W/V/DOBE firms which differ from those identified on the M/W/V/DOBE Commitment Form on file with the Director of Procurement. When a M/W/V/DOBE subcontractor is terminated or fails to complete its work for any reason, Vendor must make good faith efforts to find another M/W/V/DOBE subcontractor to substitute for the original firm. These good faith efforts must be directed at finding another M/W/V/DOBE firm to perform at least the same amount of work under this Contract as the M/W/V/DOBE firm that was terminated or failed to complete its work. Vendor must provide IPTC with any and all documents and information as may be requested with respect to the requested substitution. If IPTC determines that Vendor failed to make food faith efforts, IPTC will provide the opportunity for administrative reconsideration. As part of this reconsideration, Vendor will have the opportunity to provide written documentation or argument and to meet with a designated IPTC official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. A written decision will be sent to Vendor explaining the basis for finding that Vendor did or

did not meet the goal or make adequate good faith efforts to do so.

b. Reporting and Recordkeeping. Vendor shall submit documentation concerning Vendor's performance in meeting the M/W/V/DOBE commitment during the period of the Contract. Vendor shall enter into written agreements with the M/W/V/DOBE listed in its M/W/V/DOBE Commitment Form or with substitutes which have been approved by IPTC. Vendor shall utilize the specific M/W/V/DOBE listed to perform the work and supply the materials for which it is listed unless the Vendor obtains written consent from IPTC as provided in paragraph above. Unless consent is provided, Vendor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed M/W/V/DOBE. Copies of all executed M/W/V/DOBE agreements shall be provided to IPTC's Director of Procurement by Vendor immediately upon execution with a duplicate copy furnished to IPTC DBE Liaison Officer. In addition thereto, Vendor shall meet the following requirements:

   1. Submit a work schedule outlining when the M/W/V/DOBE subcontractors and material suppliers will commence and complete their services or work under the Contract within 30 days of Contract execution.
   2. Submit monthly reports in a format approved by IPTC detailing progress toward meeting the M/W/V/DOBE commitment for this project and proofs of payment to IPTC DBE Liaison Officer. Monthly claims for payment from Vendor will not be processed without submission of these reports and documentation.
   3. Promptly notify IPTC of any situation in which any regularly scheduled progress payment is not made to a M/W/V/DOBE.
   4. Not willfully make any false statements or provide incorrect information as part of its reporting and recordkeeping duties and obligations hereunder. The willful making of false statements or providing of incorrect information is considered a material breach of Contract and shall entitle IPTC to all remedies and relief as otherwise provided in the case of a contractual breach in accordance with the Contract.

c. Prompt Payment and Retainage. Vendor is required to pay its subcontractors, suppliers and consultants performing services related to this Contract for satisfactory performance of those services no later than ten (10) days following Vendor's receipt of payment for that work from IPTC. If Vendor elects to withhold retainage from its subcontractors and material suppliers, Vendor may not withhold retainage in any greater percentage amount or for any longer duration than IPTC withholds retainage from Vendor. Failure to carry out prompt payment is considered a breach of the Contract. IPTC will not reimburse Vendor for work performed by subcontractors, suppliers and consultants unless and until Vendor ensures that all subcontractors, suppliers and consultants are promptly paid. IPTC may not award future contracts to Vendor who refuse to pay promptly in accordance with this provision.

39. Competing Laws. As between inconsistent provisions among Federal, State and local laws, Vendor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

40. Penalties/Interest/Attorney's Fees. IPTC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law. Notwithstanding the provisions contained in Indiana Code § 5-17-5, any liability resulting from IPTC's failure to make prompt payment shall be based solely on the amount of funding originating from IPTC and shall not be based on funding from federal or other sources.

41. Differing Dates of Execution. Notwithstanding differing dates of execution hereof, this Contract shall be

deemed to have been made and entered into on the year and date hereinabove described, and except as otherwise provided for herein with respect to effective dates for specific obligations, shall become binding and effective upon that date.

42. **Execution in Counterparts**. This Contract may be executed in counterparts by each Party signing a separate signature page which then shall be furnished to the other Party hereto. Counterparts executed and distributed by email copy are acceptable and shall be considered as binding and effective as an original signature, and all of which together shall constitute one and the same instrument.

43. **Contract Amendments.** This Contract may be amended only by written instrument approved and executed by both IPTC and Vendor. No verbal modifications or amendments or course of dealings shall be effective or to act as a waiver of this written amendment requirement.

44. **Entire Contract.** This Contract, together with the documents referred to herein, represents the entire Contract between the Parties. There are no Contracts, understandings, inducements or representations, oral or otherwise, leading up to or inducing the execution of this Contract which are not contained herein. This Contract may not be modified except by a writing signed by both Parties hereto.

Remainder of Page Intentionally Left Blank

IPTC and Vendor agree to the terms above and as set forth in the Exhibits attached hereto, all of which are a material part of this Contract. This Contract is not valid unless signed by IPTC and shall become effective on the date first above written notwithstanding different dates of execution hereof.

REVIEWED AND APPROVED BY:

Project Manager: _____ Date: _____

Chief Financial Officer _____ Date: _____

Legal Review: _____ Date: _____

Chief Legal Officer: _____ Date: _____

OWNER: INDIANAPOLIS PUBLIC TRANSPORTATION CORP.

By: _____
Jennifer Pyrz
President & CEO

Date: _____

VENDOR: *Insert Name*

By: _____
Its Duly Authorized Representative

_____
Printed Name and Title

Date: _____

Exhibit A:
Proposal Offer Cost Form