



# **STATE OF INDIANA**

## **ASA- 21-67366**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of  
Indiana Department of Administration**

**Solicitation For:  
Archival Supplies**

**Response Due Date:  
May 28, 2021 at 3:00PM Eastern Time**

Arthur L. Sample IV, Strategic Sourcing Analyst  
Indiana Department of Administration  
Procurement Division  
402 W. Washington St., Room W468  
Indianapolis, Indiana 46204

STATE OF INDIANA  
 NEGOTIATED BID PACKAGE TO ESTABLISH A  
 QUANTITY PURCHASE AGREEMENT  
 FOR: Archival Supplies, ASA-21-67366

**IF YOU HAND-DELIVER SOLICITATION RESPONSES:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**GENERAL INFORMATION:** A checklist is provided below to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. \_\_\_\_\_ In order to receive an award, you must be registered with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the Award, all bidders are strongly encouraged to register prior to submission of a bid. Bidders should go to <http://www.in.gov/idoa/2464.htm> and click on *Bidder Registration* to register.
- B. \_\_\_\_\_ All companies desiring to do business with the State must complete and return an *Indiana Economic Impact* form, which is included as part of this solicitation. The collection and recognition of the information collected with the *Indiana Economic Impact* form places a strong emphasis on the economic impact a project will have on Indiana and its residents, regardless of where a business is located. The collection of this information does not restrict and company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the *Indiana Economic Impact* form.
- C. \_\_\_\_\_ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- D. \_\_\_\_\_ **The State will only accept original signatures.** The bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this package. Facsimile or electronic bids are not acceptable at this time. **However, you are required to submit a copy of your entire proposal to the State via CD-ROM by the due date and time listed above.**
- E. \_\_\_\_\_ **Do not add, delete or modify any contractual terms and conditions.** Terms of the award will be those listed in this package and the resulting purchase order only.
- F. \_\_\_\_\_ If you are not willing to accept a split award (partial order), your request must include the statement ***Bidding All or None***. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple-award. ITEMS NOT BID – if a bidder does not desire to submit a bid for an item, you should indicate ***NO BID*** in the unit price column for that item.
- G. \_\_\_\_\_ The request must be received and clocked in by or prior to the due date and time indicated above. **Each bid must be returned in a separate envelope. The envelope must clearly indicate the following information:**
  - a. The notation ***Negotiated Sealed Bid***
  - b. The ***Solicitation Number***
  - c. The ***Due Date and Time***
- H. \_\_\_\_\_ The completed envelope must be returned to:

Department of Administration, Procurement Division  
 402 West Washington Street  
 Room 468  
 Indianapolis, IN 46204  
 ATTENTION: BID ROOM

**CAUTION TO VENDORS ABOUT SHIPPING/MAILING:** UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCUREMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.

## GENERAL INFORMATION RELATED TO NEGOTIATED BIDDING

Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process. The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. IC 5-22-7.3. This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006

2. Evaluation Criteria. This Negotiated Bid will be evaluated on the basis of the (overall low meeting specifications or by line item).

3. Discussions with Bidders. Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. Bid Opening. Initial Bids will be opened on or after the Due Date and Time. The bid opening will not be public, and will be conducted by an employee of the purchasing agency in the presence of one (1) or more other employees of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. Bid Register. A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

## TERMS AND CONDITIONS

**1. ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.

1 (a) – A sample contract that the State expects to execute with the successful Respondent(s) has been provided in this solicitation. (See **Sample Contract** in bid documents). This contract contains both mandatory and non-mandatory clauses. It is the State's expectation that the final contract will be substantially similar to the sample contract provided. In the yellow text box immediately following this section, please indicate acceptance of these mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses in the yellow text box as well. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it's the State's strong desire to not deviate from the contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes.

The mandatory master contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology (*Only mandatory when contract is for IT products or services*)
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience

**Non-Collusion and Acceptance****2. PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor. (If discussions are held with bidders, the Awarded Price will be the price contained in the final revised bid submitted by the winning bidder(s))

**3. TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.

**4. FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**5. INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.

**6. DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.

**7. QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.

**8. COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.

**9. WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.

**10. INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets

**11. PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

**12. COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

**13. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

**14. NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to

employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.

15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.

16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

**1 (a)** As referenced in **Section 1a** of the **Terms and Conditions** (page 4 of 21) and the **Sample Contract** included within the bid documents, please indicate acceptance of the mandatory contract terms. Also, please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate, it is the State's strong desire to not deviate from the sample contract provided in the attachment and, as such, the State reserves the right to reject any and all of these requested changes. **Failure to provide your agreement, rejection, or alternative wording of the contract terms may lead to the rejection of your bid. Please be sure to include the response in the designated field below.**

We accept your mandatory contract terms.  
Alana Knapp

## ePROCUREMENT GUIDELINES

1. Register as a valid bidder for the State of Indiana (SOI)
2. Basic commitment and level of effort in supporting:
  - Attend supplier summit meeting to identify State of Indiana catalog requirements
  - Catalog development (Internal Catalogs)
    - a. Include only items identified on QPA contract
    - b. Include only established prices identified on QPA contract
  - Catalog development (PunchOut) if vendor supports cXML standards
  - Supports the specific data elements outlined by the SOI
    - a. MBE/WBE
    - b. Recycled Content
    - c. US Manufacture
    - d. Alternative Fuel Vehicle
    - e. Case Pack
    - f. Action
    - g. Effective Date (of the item)
    - h. Supplier's Name
    - i. Supplier's ID #
    - j. Product Description (Short)
    - k. Product Description (Long)
    - l. Supplier Part #
    - m. Supplier Part # Extension
    - n. UOM
    - o. List Unit Price
    - p. Minimum Quantity
    - q. Effective Date (of the price)
    - r. Manufacturer Name
    - s. Manufacturer Part #
    - t. UNSPSC Segment Description
    - u. UNSPSC Family Description
    - v. UNSPSC Class Description
    - w. UNSPSC Commodity Description
    - x. UNSPSC Code
    - y. ETA (Lead Time)
    - z. Currency Code
    - aa. Expiration Date
    - bb. Image FileName or URL
    - cc. Type of Image
  - Catalog maintenance and transaction capabilities
3. Adhere to UN/SPSC mapping requirements. UN/SPSC information can be found at the following website. <http://www.unspsc.org>
4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website. [http://www.unece.org/fileadmin/DAM/cefact/recommendations/rec20/rec20\\_rev3\\_Annex2e.pdf](http://www.unece.org/fileadmin/DAM/cefact/recommendations/rec20/rec20_rev3_Annex2e.pdf)

CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found in the vendor's handbook at <http://www.in.gov/idoa/files/VendorHandbook.pdf> beginning on page 15.

Each bidder must answer the following questions pertaining to purchasing preferences. **No preference will be applied unless these questions have been answered and any required attachments included.**

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes  No

Vendor must provide information at the individual line level in regards to this preference. If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

\_\_\_\_\_  
\_\_\_\_\_

2. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)?

Yes  No

Indicate under which provision you are claiming to qualify as an Indiana business. For 1, 2, and 3, fully complete the *Indiana Economic Impact Form* (State Form # 51778), and include it with your bid/proposal. If you are claiming this preference based 4 or 5, please submit the documentation as requested under each category.

- \_\_\_\_\_ (1) A business whose principal place of business is located in Indiana
- \_\_\_\_\_ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana
- \_\_\_\_\_ (3) A business that employs Indiana residents as a majority of its employees

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more qualifies as an Indiana business under category 4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

- \_\_\_\_\_ (4) A business that makes significant capital investments in Indiana

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR), qualifies as an Indiana business under category 5. To verify that your company qualifies, you can e-mail [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov). Please submit the response received from that e-mail for verification purposes.

- \_\_\_\_\_ (5) A business that has a substantial positive economic impact on Indiana

There are the following price preferences for supplies purchased from an Indiana business:

- (1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);
- (2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000), but less than one million dollars (\$1,000,000);
- (3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

3. Are you claiming the Indiana Manufactured Preference?

Yes  No

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, **in addition to** the price preference available under supplies purchased from an Indiana Business:

- (1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);

(2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000) but less than one million dollars (\$1,000,000);

(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet Indiana manufactured must be provided for review by the state.

4. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)?

Yes \_\_\_\_\_ No X

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the following categories:

- \_\_\_\_\_ (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year
- \_\_\_\_\_ (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons
- \_\_\_\_\_ (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less
- \_\_\_\_\_ (4) A manufacturing business which employs no more than 100 persons
- \_\_\_\_\_ (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000
- \_\_\_\_\_ (6) A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).

5. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)?

Yes \_\_\_\_\_ No X

To be eligible to claim the recycled products preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy-paper). Bidders *must* provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

6. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)?

Yes \_\_\_\_\_ No X

7. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)?

Yes \_\_\_\_\_ No X

8. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)?

Yes \_\_\_\_\_ No X

9. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?

Yes \_\_\_\_\_ No X

N/A

### MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, if the purchase is for a Commodity/Services the contract goal for this solicitation is 4% Minority participation and 9% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/mwbe/2743.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/mwbe/2743.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

### MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or [mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov).

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

N/A

BID: ASA-21-67366
DUE DATE: May 28, 2021 at 3:00PM Eastern Time
TOTAL BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: ( )
Sub-Contract Percentage of Total Bid:	Fax Number: ( )
Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:	

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name:	Contact Person:
Address:	E-mail:
Sub-Contract Amount:	Telephone Number: ( )
Sub-Contract Percentage of Total Bid:	Fax Number: ( )
Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:	

Respondent Firm \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Representative \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Please check if additional forms are attached.  
Page \_\_\_\_\_ of \_\_\_\_\_

IF PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT

## **INDIANA VETERANS' BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT FORM**

The Form must show that there are, participating in the proposed contract, Indiana Veterans' Business Enterprises (IVBE) listed in the VetBiz Registry, <http://www.vetbiz.gov/>, that conform to the IVBE rules as laid out at <http://www.in.gov/idoa/2862.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2862.htm>
- Must be used to provide the goods or services specific to the contract

### **INDIANA VETERANS' BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. This letter of commitment shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: [indianaveteranspreference@idoa.in.gov](mailto:indianaveteranspreference@idoa.in.gov)

# STATE OF INDIANA IVBE SUBCONTRACTOR COMMITMENT FORM

N/A

BID# ASA-21-67366

DUE DATE: May 28, 2021 at 3:00PM Eastern Time

TOTAL BID AMOUNT:

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

\_\_\_\_\_  
Respondent Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Printed Name and Title

Please check if additional forms are attached.  
Page \_\_\_\_\_ of \_\_\_\_\_

**FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.**

**DRUG-FREE WORKPLACE CERTIFICATION**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:**

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

**SECRETARY OF STATE REGISTRATION**

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana  
Corporation Section  
302 W. Washington St. Rom E018  
Indianapolis, IN 46204  
(317) 232-6576

## EXTEND PRICING TO OTHER GOVERNMENTAL BODIES

1. Will you extend your prices of awarded products or services to other governmental bodies?
- Other governmental body means an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.
  - The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
  - All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes X No \_\_\_\_\_

## OneIndiana DESCRIPTION AND REQUIREMENTS

In 2005, Governor Daniels launched the Operating with New Efficiency (ONE) Indiana initiative to benefit the State's overall budget. The practices and principles established under *OneIndiana* continue to be used in solicitations to establish State QPA contracts. In 2008, Governor Daniels *OneIndiana* initiative was expanded to reach other governmental bodies throughout the State of Indiana. *OneIndiana.net* is a secure and credentials based website for all State QPA products and services. Hundreds of governmental bodies have the ability to log onto *OneIndiana.net* to see what products and services are available to them through QPA's. **If you answered "yes" to extending prices to Other Governmental Bodies, please complete the following questions. In order for your awarded products and services to be included in *OneIndiana.net*, IDOA requires a yes response to the questions 1-4.**

1. Do you agree to provide the following data fields, in the described format, of awarded products or services to the Department of Administration? An excel spreadsheet template will be provided to you for completion by the Department of Administration upon contract award.

Yes X No \_\_\_\_\_

- Product Category-* This is a **required** field. The system uses product categories for indexing the catalogs which provides for easier searching for end users.
- Item Number-* This is a **required** field. A SKU or unique internal ID is required for all products. This is not the Manufacturer Part Number or Universal Product Code. This is your internal product code. If you don't have a unique internal SKU system, create an ordered list, giving each product a number: 1, 2, 3, 4, etc. The system will use this item number throughout the system including for ordering, on Purchase Orders, and in reporting.
- Unit of Measure-* This is a **required** field and must reflect the state approved Units of Measure. Examples include: Each (EA), Dozen (DZ), and Carton (CT).
- Short Description-* This is a **required** field. A short, simple description of your product. Include the most relevant keywords that describe your product. The short description is what users will see in search results.
- Long Description-* This is a **required** field. Use this field to provide detailed information regarding your product and its features. Users will see the long description when they click on an individual item to pull up an item detail page.
- Keywords-* This is a **required** field. Use this field to list all relevant words and phrases a user might enter when searching for your product. Separate keywords and phrases in this field by a comma.  
\*\*The system uses an algorithm to return our search results using a combination of Short Description, Long Description, and Keywords. It is very important to provide as complete of information as possible in each of these fields to ensure accurate placement of your products in our search results.
- Sales Rank-* Use this field if you want to list the ranking of you products in order of most sales. When searching, users have the option of sorting by Sales Rank to view the most purchased/popular items a vendor offers.
- Weight (lbs.)-* Enter the shipping weight of your product in this field.
- Manufacturer Name-* This is a **required** field. Enter the name of the manufacturer or brand of your product in this field. If you personally manufacture the item, enter your company name.
- Manufacturer PN-* This is a **required** field. Please be sure you are entering the correct manufacturer part number. It is important not to add or delete characters from the actual manufacturer part number.
- Manufacturer Desc.-* If you want to provide additional information about the manufacturer of the product, enter that information in this field.

<i>Is Assembly Required-</i>	If assembly is required, enter TRUE in the field. If no assembly required, enter FALSE. This will be indicated to the user throughout the system.						
<i>Contains Recycled-</i>	More and more consumers want to be aware if products contain recycled material. Enter TRUE if your product does contain recycled material. Enter FALSE if it does not. This is a <b>required field</b> .						
<i>Is UPSable-</i>	Enter TRUE if your product qualifies for standard shipping. If special shipping is required, enter FALSE.						
<i>Is Value Pack-</i>	Some industries have the same item available in to purchase in an each quantity as well as larger "value pack" quantities such as by dozen, case, etc. Enter TRUE in this field if you want to indicate it is a value pack.						
<i>Is Green-</i>	An item is considered Green based on criteria including: Contains Recycled Content, Helps to Recycle, Energy Saver, Renewable Source/ Rechargeable, Biodegradable/Compostable, Non-toxic, "Greener" Alternative/ Reusable, Low VOC's, CFC's, etc., and other Green criteria.						
<i>UPC Code-</i>	This is a <b>required field</b> (if UPC is available for the product). Universal Product Codes are either 10 or 12 digits long. Please make sure you enter the correct UPC code and do not add or delete any digits.						
<i>MSDS URL-</i>	If your product has a MSDS sheet associated with it, provide the URL for the image of the MSDS sheet here. Be sure to include <a href="https://">https://</a> in the link. Users will be able to pull up the MSDS sheet from the Item Detail page in the system.						
<i>UNSPSC-</i>	This is a <b>required field</b> . Provide the UN Standard Product Service Code in this field. This classification code may be used by the client for reporting purposes.						
<i>Small Image URL-</i>	This is a <b>required field</b> . This is the URL of for the small image of the product you are selling. The small image will appear in search results and should be approximately 100h x 100w. <b>Be sure to include <a href="https://">https://</a> in the link.</b> The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.						
<i>Medium Image URL-</i>	This <b>field is strongly recommended</b> . This is the URL of for the medium image of the product you are selling. The medium image will appear in the individual item detail page and should be approximately 240h x 240w. <b>Be sure to include <a href="https://">https://</a> in the link.</b> The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.						
<i>Large Image URL-</i>	This <b>field is strongly recommended</b> . This is the URL of for the large image of the product you are selling. The large image will appear when the user clicks on the "view larger image" link on the individual item detail page and should be approximately 400h x 400w. <b>Be sure to include <a href="https://">https://</a> in the link.</b> The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.						
<i>Attribute Name/Value-</i>	You may create up to 3 attributes for your product. An example of an attribute name may be "Size" and its value may be "Large". <b>Required Attributes</b> are: <table border="0" style="margin-left: 20px;"> <tr> <td><b>Attribute Name</b></td> <td><b>Value Syntax</b></td> </tr> <tr> <td><i>QPA Number</i></td> <td>The assigned number of the QPA</td> </tr> <tr> <td><i>QPA Expiration Date</i></td> <td>On what date the QPA Expire - DD/MM/YYYY format</td> </tr> </table>	<b>Attribute Name</b>	<b>Value Syntax</b>	<i>QPA Number</i>	The assigned number of the QPA	<i>QPA Expiration Date</i>	On what date the QPA Expire - DD/MM/YYYY format
<b>Attribute Name</b>	<b>Value Syntax</b>						
<i>QPA Number</i>	The assigned number of the QPA						
<i>QPA Expiration Date</i>	On what date the QPA Expire - DD/MM/YYYY format						
<i>Status-</i>	A product can either be ACTIVE or DISCONTINUED. An item is considered to be ACTIVE unless you specify DISCONTINUED in this field. An item with a DISCONTINUED value in this field will not be accessible to end users in the system						
<i>Price-</i>	This is a <b>required field</b> . This is your net selling price of the product to the customer. If the price is not marked up, use 0.00 for the price.						
<i>Price Effective Date-</i>	Enter the date that the net price you listed for the product becomes effective. Pricing in the system will change accordingly on the date you list in this field.						
<i>Is Contract Item-</i>	This is a <b>required field</b> . Enter TRUE in this field if the specific product is part of contract that you have with the customer. Example: An MRO supply vendor may have a catalog of 5,000 items, of which the customer has negotiated a "market basket" of 100 items that are on contract with fixed pricing for a specific period of time. In this case the MRO vendor would enter TRUE in this field for the 100 market basket items. In other cases, the entire catalog may be on contract. As such, you would enter TRUE for all items listed in the catalog. These Market Basket Items will be visible in the catalog, marked with an icon.						
<i>List Price-</i>	Use this field to enter the Manufacturers Suggested Retail Price (MSRP) or "List Price"						

2. Do you agree to provide the product information described in question 1 within 10 business days of receiving the excel spreadsheet template from the Department of Administration?

Yes X No \_\_\_\_\_

If no, please provide an alternate timeline for product information submission. \_\_\_\_\_

3. Do you agree to provide updates of awarded products or services in the excel spreadsheet template format on a mutually agreed upon frequency based on volatility of product additions, deletions and changes and price changes?

Yes X No \_\_\_\_\_

4. Do you agree to provide your company logo in a 100 X 100 pixel jpeg file format within 10 business days of receiving notification of award?

Yes X No \_\_\_\_\_

5. Are you able to transmit data regarding your products, services and pricing via an automatic cXML upload process? This process would be in lieu of the manual upload process described in questions 1 through 3. A detailed specification document will be provided to you by the Department of Administration upon contract award.

Yes \_\_\_\_\_ No X

### EMERGENCY INFORMATION

In the event of an emergency or disaster, the State of Indiana is requesting that your company be a pre-qualified supplier of the goods and/or services requested in this solicitation if awarded. Respondents are advised that the goods and/or services contracted for as a result of this contract/solicitation may be called upon by the State of Indiana or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions (with the exception of shipping and delivery locations) of the resulting contract. Shipping and delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the items and/or services specified in this contract/solicitation to the State of Indiana and other governmental agencies in the event of an emergency or disaster.

Yes X No \_\_\_\_\_

If yes, please list a contact name, phone and e-mail address of the person who would be on-call 24/7 in the event of an emergency/disaster.

Name: Dana Knapp

Phone: 315-634-8107

Cell Phone: 315-343-0685

E-mail: dana.knapp@gaylord.com

### COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

### ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm> If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

**PRICING**

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. **Awarded Prices: Prices listed for each item are firm and cannot be changed.**

**F.O.B. DESTINATION**

The State requires all bids to be submitted on the basis of F.O.B. destination.

**OPEN COMPETITION**

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

**CREATION OF BINDING AGREEMENT**

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

**EMPLOYMENT ELIGIBILITY VERIFICATION**

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor 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 IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**EXCEPTIONS**

\_\_\_\_\_ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER. (If additional space is needed, please attached a separate sheet)

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SF44260 (ELEC4-97) (02/06)

**ADDITIONAL TERMS AND CONDITIONS**

1. Term: The term of this agreement shall be for that period shown on the Quantity Purchase Agreement..
2. Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of

- the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:
- A. Gives the Contractor a prompt written notice of any claim; and
  - B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.
3. **Obligation:** Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.
  4. **Default:**
    - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
    - B. If the Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
  5. **Assignment:** The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
  6. **Alterations and Attachments:** An alteration or attachment to equipment may be made only upon approval by the Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Contractor, or upon notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
  7. **Authority to Bind Contractor:** Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
  8. **Independent Contractor:** Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
  9. **Penalties/Interest/Attorney's Fees:** The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
  10. **Waiver of Rights:** No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.
  11. **Hold Harmless/Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.
  12. **General:** This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.
  13. **Open Competition:** The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.
  14. **Insurance:** If this agreement provides for work to be performed by the Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

If required by contract, the Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

15. **Work Standards:** The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
16. **Contract Confidentiality of State Information:** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
17. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition:** The/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the /Contractor in furtherance of this Contract, shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
18. **Ownership of Documents and Materials:** All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the /Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.
19. **Progress Reports:** The Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
20. **Access to Records:** The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
21. **Substantial Performance:** This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
22. **Conflict of Interest:**
  - A. As used in this section:
    - "Immediate family" means the spouse and the unemancipated children of an individual.
    - "Interested party" means:
      1. The individual executing this Contract;
      2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
      3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
    - "Department" means the Indiana Department of Administration.
    - "Commission" means the State Ethics Commission.
  - B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
  - C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
  - D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
23. **Renewal Option:** This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

#### **NON-COLLUSION CERTIFICATION**

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any

other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

**SIGNATURE**

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER Gaylord Bros. Inc. FEDERAL ID NUMBER 57-1164294 (Please circle to indicate if your FIN is a TIN or SSN)

ORDERING ADDRESS 7282 William Barry Blvd.

CITY North Syracuse STATE New York ZIP CODE 13212

REMITTANCE ADDRESS P.O. Box 4901

CITY Syracuse STATE New York ZIP CODE 13221-4901

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) Corporation

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) 322211

TELEPHONE NUMBER (800) 448-6160

E-MAIL ADDRESS: bids@gaylord.com

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, Alana Knapp (Signature), the undersigned Territory Sales Representative (Print Office Held)

of the above named bidder under penalties of perjury this 20th day of May, 2021, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

**IF YOU HAND-DELIVER SOLICITATION RESPONSES:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St.(the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.