# STATE OF INDIANA

**Request for Proposal 15-060**

## INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of**

## The State of Indiana

**Solicitation For:**

## Real Estate Strategic Planning and Tenant Brokerage Services

**Response Due Date: April 2nd, 2015**

Matthew Robinson, Sr. Account Manager
Indiana Department of Administration
402 W. Washington St., Room W461
Indianapolis, Indiana 46204

## SECTION ONE
## GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

### 1.1 INTRODUCTION

In accordance with Indiana law, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the State of Indiana, requires strategic planning and tenant brokerage services for the state lease portfolio and selected facilities. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is posted to the IDOA website (http://www.IN.gov/idoa/2354.htm) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

### 1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

| | |
|---|---|
| CUF | Commercially Useful Function – A business function that supports the scope of this solicitation |
| IAC | Indiana Administrative Code |
| IC | Indiana Code |
| Full Time Equivalent (FTE) | The State defines FTE as a measurement of an employee's productivity on a specific project or contract. **One (1) FTE equals one (1) Indiana resident employee fully engaged in the execution of activities or services germane to the scope of work included in this solicitation and the resulting contract; forty (40) hours a week, fifty-two (52) weeks a year**. (see section 3.2.4 for FTE details) |
| Implementation | The successful delivery and implementation of the products/services required by this solicitation at the Indiana Government Center as specified in the contract resulting from this RFP. |
| Installation | The delivery and physical setup of products or services requested in this RFP. |
| Other Governmental Body | An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:<br>(1) The judicial branch.<br>(2) The legislative branch.<br>(3) A political subdivision (includes towns, cities, local governments, etc.)<br>(4) A state educational institution |
| Products | Tangible goods or manufactured items as specified in this RFP. |
| Proposal | An offer as defined in IC 5-22-2-17. |
| Respondent | An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract. |
| Services | Work to be performed as specified in this RFP. |
| State | The State of Indiana |
| State Agency | As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government. |
| Vendor | Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP. |

## 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select one or more vendors that can satisfy the State's need for Real Estate Strategic Planning and Tenant Brokerage Services. It is the intent of IDOA to contract with a vendor (s) that provides quality Real Estate Strategic Planning and Tenant Brokerage Services.

## 1.4 SCOPE OF WORK

For the purposes of this RFP and the evaluation of responses, the scope of work is divided into two (2) distinct components: **Scope of Work (A) - Utilization Analysis and Strategic Planning**, and **Scope of Work (B) - Tenant Brokerage Services.** The objectives and requirements of each scope of work are detailed in the respective sections below. Respondents may submit proposals for one or both scopes of work.

### Scope of Work (A) – Utilization Analysis and Strategic Planning

IDOA seeks an experienced partner to provide a comprehensive analysis of the IDOA lease portfolio and the Indiana Government Center buildings. The selected vendor will evaluate space utilization, market factors, and individual user agency needs to develop a strategic real estate plan that maximizes operational efficiencies and savings. The strategic plan must provide for its timely implementation in a manner consistent with projected state workplace needs. **The vendor shall be compensated for the successful completion of deliverables detailed in this scope of work and the final acceptance of the strategic real estate plan by IDOA**.

The vendor will be provided cost and occupancy information for each agency within the IDOA lease portfolio and government center facilities. Whenever there is reason to believe, based on IDOA reports and agency contact interviews, that additional information is required to establish actual costs to the State (e.g., unamortized lease costs, landlord's rights under the lease, etc.), IDOA will provide the vendor with on-site access to lease files. Detailed information about the current IDOA lease portfolio can be found in the Annual Lease Report by accessing: http://www.in.gov/idoa/2379.htm.

### Responsibilities of the Vendor

**Location Audit and Analysis**

Based upon the information provided by IDOA and the respective state agency, the Vendor shall develop individual space audit reports for each lease location and the Indiana Government Center buildings. The vendor will use the audit reports as a tool to identify user agency requirements and prioritize underutilized lease locations for consolidation, reconfiguration, backfill, renegotiation or cancellation to maximize cost savings/avoidance to the State. The space audit reports shall include or consider, at minimum, the following:

**Market Analysis**

A review of market factors for each location and determine whether or not the locations/leases are above market rates.

**High-Level Utilization Profile**

An evaluation of the total amount of leased space per location that assesses the way the space is used by the FTEs assigned to the location. This should include the cost per FTE, with consideration for total work hours spent by the FTEs at the respective location.

**Best Practices**

An explanation of industry best practices related to real estate portfolio management to benefit IDOA in the management of its real estate assets. The Vendor shall also apply these best practices to help identify underutilized state owned properties as locations (or alternatives) for agency leasing and space consolidation.

The Vendor shall identify state owned and leased locations it deems underutilized. For each location, the Vendor shall author an in-depth space utilization profile. In collaboration with IDOA, the Vendor shall prioritize locations (or consolidation opportunities) with the greatest cost savings/avoidance opportunities available to the State. Each in-depth profile will require the Vendor to physically walk through each location in a systematic manner to evaluate compliance with the applicable space and use standards and identify all opportunities to improve organizational efficiencies.

**Strategic Plan**
The strategic plan must synthesize the information gathered from the in-depth reports of the underutilized locations to produce a plan that addresses the state's objectives as described in this scope of work.

1. The Vendor shall provide IDOA an interim strategic plan report, including a recommendation for each agency to review, by no later than one hundred twenty (120) days after the commencement of the contract.

2. The final report shall reflect IDOA comments and be produced within thirty (30) days after acceptance of interim report. The final report shall summarize the true costs of each property, identifying the space and its utilization, stating the goals as they relate to the agency's space, as identified by IDOA, prioritize the properties which present an opportunity as they are determined to be over-market, underutilized or are otherwise less than optimal for agency needs, and present a specific plan of action to cover the next five (5) years to meet IDOA goals. Recommendations made by the vendor at any time during the creation of the strategic plan may be brought to IDOA and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.

3. Every lease must be summarized and prioritized, by the opportunities it presents for cost savings and/or avoidance. These opportunities for cost savings should take into account:
   - **a.** Consolidation of two or more functions into existing space.
   - **b.** Reconfiguration of existing space to increase efficiency.
   - **c.** Lease cancellation or renegotiation to allow agencies to relocate into less costly space.
   - **d.** Potential energy savings; including utilities, communications, and IT.
   - **e.** Additional savings, if applicable, including service contracts, repairs & maintenance, payroll, parking and convenience.

4. The vendor shall provide a delineated description of the strategic plan to detail proposed projects, sub-projects, activities and tasks, and resources required and allocated to each.

5. The vendor shall provide a time-phased plan in the form of a graphic display, showing each event, task, and decision point in the vendor's work plan.

IDOA will conduct periodic review of vendor progress and performance throughout the development of the strategic plan.

## Scope of Work (B) – Tenant Brokerage Services

IDOA seeks an experienced real estate brokerage vendor to represent the State of Indiana and its agencies in leasing activities. The selected Vendor shall, with the direction and control of IDOA, and in consideration of the strategic plan, if applicable, be responsible for the procurement and administration of pertinent leases for all locations, regardless of size or use, across the State, and shall make every effort to make placements in accordance with the statutory requirements set forth in IC 4-20.5 and IC 4-13-1.1. **The Vendor shall be compensated based on a commission amount per completed transaction to be paid by the Lessor**. IDOA intends to use the Strategic Plan as its roadmap for leasing activities, but nothing in this RFP shall be interpreted to mean that the Vendor selected to perform the work described in this section is precluded from working independently from the Vendor selected to perform the work in Scope of Work (A), *supra*.

In consultation with IDOA, the Vendor shall provide the following services related to lease transactions:

**Market Analysis and Lease Procurement**

1. Conduct market research for agency appropriate space alternatives.
2. Evaluate the availability of new and existing space in identified geographic areas, list the comparable sites, and categorize their asking terms.

3. Develop RFPs for leases in accordance with IDOA policy and procedure which outline user agency specific requirements.
4. Develop advertisements for space in accordance with IDOA policy and procedure.
5. Analyze the quality and suitability of all potential sites to determine appropriateness for agency requirements and best value to the State of Indiana.
6. Formulate quantitative and qualitative comparative analysis of all responses.
7. If more than one site satisfies the agency's requirements, prepare discounted cash flow and other analysis of projected rents and other costs comparing each site – qualitative and quantitative, a recommendation of the most appropriate alternative based upon a comparative financial analysis and best values.
8. Narrow alternatives to a short list of properties in conjunction with IDOA direction and client agency feedback.
9. Facilitate property inspections of appropriate sites for IDOA and the client agency.
10. Provide summary of asking price and business terms of the lease for the site(s) selected and prepare an abstract of all the business terms of the recommended site.
11. Provide a report on the existence and condition at the recommended site of any known asbestos, building or fire code violations, engineering, structural or any other potentially hazardous conditions which may be determined to be of concern.
12. Provide appropriate market data to justify the recommended transaction (including the negotiated terms of actual leases in similar properties whenever possible).
13. Work with designers, architects, and contractors to develop the most suitable and affordable facility and layout.

**Lease Administration**

1. Prepare and negotiate lease terms and services with Lessor to obtain the most favorable terms for the State of Indiana and maximum safeguards for client agency.
2. Prepare and negotiate counter-offers with Lessor to obtain the most favorable terms for the State of Indiana and maximum safeguards for client agency.
3. Manage execution of lease agreements.
4. Assist with the preparation of final lease documents, working with Lessor to ensure that definitive lease agreements submitted for review comply with the State approved boilerplate documents; IDOA and the Office of the Attorney General will have final authority to approve the format of each and all leases executed on behalf of the State of Indiana.
5. Work with the Lessor to collect all required forms and other information required as part of a lease placement with the State of Indiana.
6. Assistance with the organization and maintenance of all lease files.
7. Enter information from fully executed leases into State's web-based leasing database.
8. Provide information on Lessor performance and related compliance matters.

**Additional Duties**

1. Provide emergency lease support in case of catastrophic event that requires immediate relocation.
2. Periodic review of space standards.
3. Escalation calculations.
4. SOP Manual preparation.
5. Other duties related to leasing activities, as assigned.

**Reporting**

The Vendor shall meet with IDOA monthly for the purpose of reviewing performance and providing necessary guidance. In addition, the Vendor shall, at the time of the monthly review, provide a written progress summary which details the following:

1. Work accomplished during the reporting period.
2. Work to be accomplished during the subsequent reporting period.
3. Problems, real or anticipated, which should be brought to the attention of the IDOA.
4. Notification of any significant deviation from previously agreed-upon work plans.

The Vendor shall provide a quarterly project report which details the following:

1. Complete projects.
2. Status of open projects.
3. Estimated completion of open projects.
4. Cost avoidance/savings/reductions.
5. Commissions.
6. Leases executed.
7. Program performance measures.

**Conflict of Interest**

**The Vendor shall be prohibited from recommending lease space to the State, in a building where the contractor may have ownership, financial or other related interest of any type, for the length of its contractual relationship with the State.** The Vendor shall provide with each proposed lease transaction an affidavit, via a signed Conflict of Interest Affidavit (Attachment J).

**Confidentiality of Data and Information**

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Vendor in order to carry out this Contract, or which become available to the Vendor in carrying out this Contract, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Vendor. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
3. The Vendor shall be required on a quarterly basis to collect documentation and prepare a report to evaluate program performance measures.

**Contract Expiration**

No later than ninety (90) days prior to the expiration of the contract, IDOA and the Vendor will develop a list of pending assignments on which the Vendor will continue its effort to finalize pending leases. The Vendor may only continue to completion any IDOA approved lease transactions for the duration of the individual lease on which the Vendor is working. The final determination of those assignments will be the sole discretion of IDOA.

**IMPORTANT:**

**Respondents may submit proposals for ONE or BOTH scopes of work; however, the State intends to award contract to the most favorable response to each. Responses for each scope of work will be collectively evaluated apart from the other according to Section Three of this RFP document.**

**Respondents MUST complete and submit a separate Minority and Women Sub-contractor Commitment Form, Indiana Veteran Sub-contractor Commitment Form, Indiana Economic Impact Form and Technical and Cost Proposal for each respective scope of work.**

**For the purpose of submitting the "total bid amount" requested in the Minority and Women Business Sub-contractor Commitment, Indiana Veteran Business Sub-contractor Commitment and Indiana Economic Impact Forms, the Respondent must use the Respondent's total bid amount indicated in the respective scope of work Cost Proposal.**

## 1.5 RFP OUTLINE

The outline of this RFP document is described below:

| Section | Description |
|---|---|
| Section 1 – General Information and Requested Products or Services | This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP |
| Section 2 – Proposal Preparation Instruction | This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal |
| Section 3 – Proposal Evaluation Criteria | This sections discusses the evaluation criteria to be used to evaluate respodents' proposals |
| Attachment A | M/WBE Sub-Contractor Commitment Form |
| Attachment A1 | IVBE Participation Plan Form |
| Attachment B | Sample Contract |
| Attachment C | Indiana Economic Impact Form |
| Attachment D | Business Proposal Template |
| Attachment E | Technical Proposal Template (A) |
| Attachment F | Technical Proposal Template (B) |
| Attachment G | Cost Proposal Template (A) |
| Attachment H | Cost Proposal Template (B) |
| Attachment I | Question and Answer Template |
| Attachment J | Conflict of Interest Affidavit |

## 1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted via email to marobinson@idoa.in.gov. Questions/Inquiries must be received by 3:00 p.m. Eastern Time on the date specified in Section 1.24 of this document.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions

have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

**Inquiries are not to be directed to any agency staff member. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.**

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda are necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements.

## 1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on the date specified in Section 1.24 of this document. **Each Respondent MUST submit one (1) printed hard-copy and one (1) electronic copy on CD-ROM of the complete proposal, including the Transmittal Letter and all other related documentation required by this RFP.** The CD labeled "Original" will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (**http://www.in.gov/idoa/2462.htm**) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Matthew Robinson
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

**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.
**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

## 1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date specified in Section 1.24 of this document. At this conference, potential respondents may ask questions about the RFP and the RFP process. **Respondents are reminded that no**

**answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.**

### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in the supplemental attachments. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

### 1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

### 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

### 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.
The term of the contract shall be for a period of three (3) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (5) years at the state's option.

### 1.15 CONFIDENTIAL INFORMATION

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. Respondents claiming a statutory exception to the APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the Transmittal Letter and on the outside of that envelope that confidential materials are included. Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm .

### 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, 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:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, 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. The 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 setoff 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.

### 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.
Failure to address these requirements may impact the evaluation of your proposal.

### 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITTMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal 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/2352.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 amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. 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 M/WBE subcontractors meet the following criteria:**

| | |
|---|---|
| 1. | Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date |
| 2. | Each firm may only serve as one classification – MBE, WBE or IVBE (see Section 1.22) |
| 3. | 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. |
| 4. | Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement. |
| 5. | 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/2352.htm |
| 6. | Must be used to provide the goods or services specific to the contract |
| 7. | National Corporate Diversity Plans are generally not acceptable |

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP 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 subcontract amount as a percentage of the "**TOTAL BID 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. The MWBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, 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.

## 1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (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 amount entered in "**TOTAL BID AMOUNT**" should match the amount entered in the Cost Proposal Template.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

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

| | |
|---|---|
| 1. | Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date |
| 2. | Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information |
| 3. | Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE |
| 4. | A Prime Contractor who is an IVBE must meet subcontractor goals by using other IVBE qualified firms. Qualified Prime Contractors cannot count their own workforce or companies to meet this requirement. |
| 5. | Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement. |
| 6. | 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/2352.htm |
| 7. | Must be used to provide the goods or services specific to the contract |

**INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. The signed letter(s) and the IVBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT",** a description of products and/or services to be provided on this project, approximate date the subcontractor will perform work on this contract. In addition to the signed letter, a copy of the IVBE federal certification letter must be submitted. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "**TOTAL BID AMOUNT"** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and 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.

## 1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq*. and 47 U.S.C. 225).

## 1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

| Activity | Date |
|---|---|
| Issue of RFP | 02/05/2015 |
| Pre-Proposal Conference | 3:00PM EST - 02/17/2015 – IGCS, (Conference 2) |
| Deadline to Submit Written Questions | 02/20/2015 |
| Response to Written Questions/RFP Amendments | 02/27/2015 |
| Submission of Proposals | 04/02/2015 |

***The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.***

| | |
|---|---|
| Award Recommendation | TBD |

1.25 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

If the contract is greater than one million dollars ($1,000,000.00), financial surety or protection may be required. When appropriate and subject to the discretion of the purchasing agency, the purchasing agency will require the successful bidder to submit evidence of financial responsibility prior to submission of a fully executed contract. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance or other evidence deemed acceptable by the State, payable to "Indiana Department of Administration."

Evidence of financial responsibility in the amount of 10% of the contract total may be required to guarantee the performance of the selected respondent prior to a fully executed contract. The evidence of financial responsibility, when required, must remain in effect for the duration of the contract including any/all renewals. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address prior to contract execution:

Indiana Department of Administration,
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

## SECTION TWO
## PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate stand alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

#### 2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." The Business Proposal Template is located in the supplemental attachments.

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in the supplemental attachments. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in the supplemental attachments.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section 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'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 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

- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP including one (1) terminated client. At least one reference should be for a client with the same Account Executive as is proposed for the State of Indiana.. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, 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. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at http://www.in.gov/idoa/2464.htm.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to http://www.in.gov/idoa/2464.htm. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent

and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and the Minority and Women Business Enterprise Sub-contractor Commitment Form for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Refer to Section 2.7 for information detailing Buy Indiana eligibility. Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

## 2.4 TECHNICAL PROPOSAL

For the purposes of this RFP, please use the provided Technical Proposal Template located in the supplemental attachments**.**

The Technical Proposal must be submitted in the original format and must address each section in the order given. Where appropriate, diagrams, certificates, graphics and other supporting documentation may be referenced within the

relevant answer field and included as legible attachments. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **Respondent MUST complete and submit the respective Technical Proposal of the scope of work for which it is proposing services.**

## 2.5 COST PROPOSAL

For the purposes of this RFP, please use the provided Cost Proposal Template located in the supplemental attachments**.**

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk. **Respondent MUST complete and submit the respective Cost Proposal of the scope of work for which it is proposing services.**

## 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" Form. 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 any company or firm from doing business with the state. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in the respective scope of work Cost Proposal Template. **Respondent MUST complete and submit a separate Indiana Economic Impact Form to each scope of work it is proposing services.**

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent's responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to http://www.in.gov/idoa/2464.htm and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to http://www.in.gov/idoa/2464.htm and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business' status. The registration process should be complete at the time of proposal submission.

**Respondent must clearly indicate under which of the following criteria it intends to claim Buy Indiana status in the Business Proposal. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

**Defining an Indiana Business:**

"Indiana business" refers to any of the following:

(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.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

(4) A business that makes significant capital investments in Indiana.
(5) A business that has a substantial positive economic impact on Indiana.

**Substantial Capital Investment**:

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 shall qualify 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.

**Substantial Indiana Economic Impact**:

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); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. 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.

## SECTION THREE
## PROPOSAL EVALUATION

### 3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.

3.1.3 If technical proposals are close to equal, greater weight may be given to price.

3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and INDOT for further action, such as contract negotiations. If, however, IDOA and INDOT decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

### 3.2 EVALUATION CRITERIA

Proposals for each scope of work will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

***Summary of Evaluation Criteria:***

| | Criteria | Points |
|---|---|---|
| 1. | Adherence to Mandatory Requirements | Pass/Fail |
| 2. | Management Assessment/Quality (Business and Technical Proposal) | 40 |
| 3. | Cost (Cost Proposal) | 35 |
| 4. | Indiana Economic Impact | 5 |
| 5. | Buy Indiana | 5 |
| 6. | Minority Subcontractor Commitment | 5(1 bonus pt. available) |
| 7. | Women Business Enterprise Subcontractor Commitment | 5(1 bonus pt. available) |
| 8. | Indiana Veteran Business Enterprise Subcontractor Commitment | 5 (1 bonus pt. available) |
| | **Total:** | **100 (103 if bonus awarded)** |

Proposals for each scope of work will be evaluated using the following approach:

<u>Step 1</u>

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points with a potential of 5 bonus points if certain criteria are met. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a "short list". Any proposal not making the "short list" will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc focused on cost and other proposal elements. Step 2 may include a second "short list".

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

**The following 2 categories cannot exceed 75 points.**

3.2.2 Management Assessment/Quality (40 points)

3.2.3 Price (35 points)

Total bid amounts will be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 35 points. The normalization formula is as follows:

Respondent's Cost Score = (Lowest Cost Proposal / Respondent's Cost Proposal) x 35

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this

RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see the Indiana Economic Impact Form for more detailed instructions.

3.2.5 Buy Indiana Initiative (5 points)

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment (10 points total).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

| % | 1% | 2% | 3% | 4% | 5% | 6% | 7% | 8% |
|---|---|---|---|---|---|---|---|---|
| Pts. | 0.625 | 1.250 | 1.875 | 2.500 | 3.125 | 3.750 | 4.375 | 5.000 |

*NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)*

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

| % | 0% | 0.6% | 1.2% | 1.8% | 2.4% | 3% |
|---|---|---|---|---|---|---|
| Pts. | -1.00 | 1.00 | 2.00 | 3.00 | 4.00 | 5.00 |

*NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)*

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.